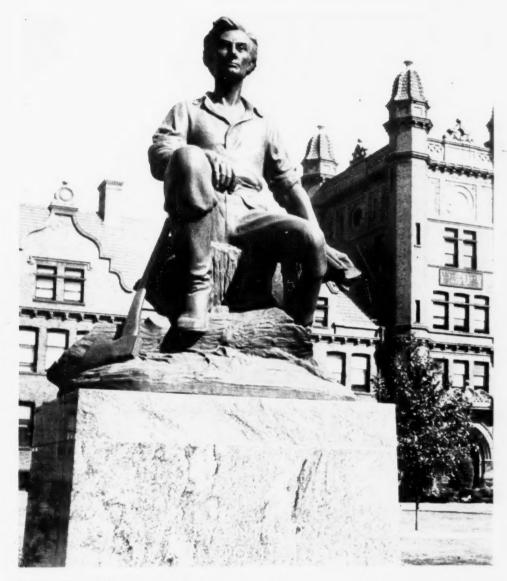


The National Insurance Buyer



LAND OF LINCOLN - Central Illinois

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AMERICAN SOCIETY OF INSURANCE MANAGEMENT

Volume 3

NOVEMBER 1956

Number 6

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About the cover . . .

ABRAHAM LINCOLN came to central Illinois at the age of 21, and the statue on the campus in front of Millikin University, Decatur, shows him as a young man when he lived in this area. It was in central Illinois that he practised law and rode the circuit.

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A Message from the President



On November 13, 1956, the American Society of Insurance Management, Inc. closes its fiscal year 1955-1956.

As president of the American Society of Insurance Management during that period, I thank each and every one of you for your support and cooperation. It has been a good year and one in which there has been steady and progressive growth. If I have contributed toward this growth, it is because I have had the assistance and collective action of every officer and member of ASIM.

There is much to be done. Many challenges face us. Much depends on how we meet these challenges. Therefore, let us resolve that the experiences of 1955-1956 shall comprise a bulwark for future years. Let us keep the continuity of growth and remember that a fiscal period is only a date on the calendar and the transition from one period to another should never be interrupted or broken.

By ever striving to better our insurance education, never compromising our moral code and working as an ASIM team, we will continue to increase our stature with our management, underwriters and brokers.

Again I thank you for the privilege and honor of serving you as president of the American Society of Insurance Management, Inc.

Frazier S. Wilson
President

Chicago, Illinois November, 1956

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Central Illinois Chapter, ASIM

by L. Richard Flanders

The organization of the Central Illinois chapter of the American Society of Insurance Management is but a milestone in the expansion of insurance buyers' groups but is typical of the way such groups are organized. Four downstate members of the Chicago chapter felt that more Central Illinois insurance managers would benefit if there were a chapter within their area. These four men were George T. Heinrich, Caterpillar Tractor Co., Peoria; Elias W. Rolley and A. A. Baker, Funk Bros. Seed Co., Bloomington; and Ray Bass, A. E. Staley Mfg. Co., Decatur. To outline their plan for a Central Illinois Insurance Manager group these men got together and invited all interested insurance managers in Central Illinois to a meeting in April 1953 at the Caterpillar Tractor Co. in Peoria.

The idea of having an insurance managers' group in Central Illinois was so well received that an organization meeting was set for the following month in Bloomington. Twenty-five persons, representing 16 companies from Peoria, Bloomington and Decatur, met on May 12, 1953 and the Central Illinois Insurance Managers' Association was organized. Meeting dates were set for the second Thursday of each month, September through May, and the first regular meeting was held Sept. 10, 1953. The first officers of the Central Illinois Insurance Managers' Association were: Elias W. Rolley, president; George T. Heinrich, vice-president; and A. A. Baker, secretary-treasurer.

The Central Illinois Insurance Managers' Association became a Chapter of the National Insurance Buyers' Association and in May of this year the chapter's name was changed to the Central Illinois Chapter of the American Society of Insurance Management to coincide with the national organization's name.



Officers of Central Illinois Chapter, ASIM: Left to right: R. G. Tucker, A. E. Staley Manufacturing Company, Decatur, Illinois, Vice President; D. W. Covey, LeTourneau-Westinghouse Company, Peoria, Illinois, President; and K. K. Schroeder, A. E. Staley Manufacturing Company, Decatur, Illinois, Secretary-Treasurer.

Besides timely subjects and highly qualified speakers at the monthly meetings, some of the highlights of the chapter during the year are the annual Christmas party honoring the wives and the Annual Insurance Seminar co-sponsored by the Chapter and Illinois Wesleyan University, Bloomington.

The first insurance seminar was held in April 1955 drawing insurance managers from Central Illinois, Chicago and Iowa, and was so successful it was decided that an annual seminar would be one of the main projects of the year. Last April a second insurance seminar was held and there were 86 persons present. The Central Illinois chapter and the seminar are so well recognized by insurance agents and brokers that 12 area insurance company agencies and brokers sent one or more representatives to the seminar to get the insurance buyer's viewpoint.

Dr. H. Wayne Snider, honorary member of ASIM and associate professor of insurance at Illinois Wesleyan University was seminar manager. Dr. Snider has also written an article entitled "Education and the New Profession" that appeared in the January 1956 issue and an article entitled "Risk Management — A Profession" that appeared in the July 1956 issue of the National Insurance Buyer. He also spoke before the 1956 Spring Insurance Conference of American Management Association in New York and he has written a book entitled "Life Insurance Investment in Commercial Real Estate."

Last month's meeting is typical of the timely monthly topics of the organizations in the area. Since the week of October 7-13 was proclaimed National Fire Prevention Week, the Chapter's October meeting, held October 11, was devoted to fire prevention and the use of first aid fire protection equipment.

The program, in cooperation with the Decatur Association of Commerce and the Decatur Fire De-

(More on next page)

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Past Presidents of Central Illinois Chapter, ASIM: Left to right: E. W. Rolley, Funk Brothers Seed Company, Bloomington, Illinois; George T. Heinrich, Caterpillar Tractor Company, Peoria, Illinois; and F. G. Sutherland, Illinois Power Company, Decatur, Illinois.

partment, consisted of a demonstration by Ansul Chemical Company on the use of first aid fire equipment to extinguish various types of simulated fires, including pressurized gas fires, propane, paint spray booth fires and others. The program also included a display of various types of first aid fire protection equipment, dinner, a film in color shown by the Ansul Chemical Company followed by brief remarks from Virgil Landgraf. Operational Manager, Ansul Chemical Company, Decatur Fire Chief Lynn P. Martin and Robert L. Young, Chairman of the Fire Prevention Committees of the Decatur Association of Commerce.

Invitations were extended to all businesses and industries in the area and other groups interested in fire prevention and protection. Decatur television station WTVP was on hand to film parts of the demonstration and showed the film on TV the following day.

(More on page 48)

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The ABC's of Corporate Insurance Management



G. T. Heinrich

Years ago a cub reporter on a large city daily inherited a desk and typewriter, from one of the old-timers. On both the desk and typewriter, in letters large enough to read without glasses, were the

words: Who — What — Where — When — Why —

It didn't take long for the cub reporter to find out what every news man knows: The secret of good news gathering is found in those five magic words: Who, What, Where, When, and Why — with a "How" often added.

Now after a decade as an Insurance Manager, it occurs to me that the magic words apply equally as well to corporate insurance management. And here is why —

"Who?"

Who? — When a loss occurs that could have been covered by insurance and wasn't, who is responsible?

Bear in mind that it's too late after the loss to alibi. It's the responsibility of the Insurance Manager to know what the risks are and to tell top management about them. It's up to the Insurance Manager to recommend coverage when coverage is available, or to have a good reason for not recommending it. If coverage is not available, top management should be so informed.

Yes, who is responsible? Who is the first person thought of when the loss occurs? If and when that time comes, the Insurance Manager is the first called upon to show that the policy previously purchased will cover the loss suffered.

Who is responsible for studying the insurance needs, determining the policies available and the companies furnishing the policies, selecting the policy most adequate for the need, securing the cost, preby G. T. Heinrich Property Insurance Manager Caterpillar Tractor Company

senting the recommendations to management, placing the coverage, administering requirements of the policy, and administering settlement in case of loss? The Insurance Manager is the person—the "Who."

A study of insurance problems of a company will soon convince the student that insurance is not an exact science. There are too many variables in each situation, even though the problem seems to be the same, to be able to say that the same results may be expected each time. There are no set rules to equate the circumstances surrounding the insurance problem.

No two companies have the same size or the same quality of production facilities; nor do any two insurance underwriters evaluate the risk in exactly the same fashion.

This produces a situation which calls for a lot of understanding between the Insurance Manager and the underwriters. A feeling of trust and reliance is nurtured by each of these groups working together over a period of time, and by each observing and respecting the problems of the other.

The Insurance Manager must have the ability to sell management on insuring the risk by whichever method he believes best. To be able to properly evaluate a risk and determine whether it is advantageous to self-insure rather than use a commercial carrier is one of the functions of the Insurance Manager.

The over-all make up of the Insurance Manager calls for someone with a knowledge of laws of contract, surety and liability. In addition, he must be familiar with insurance terms, provisions, theory and practical workings of insurance and accounting practices, and have the patience to listen to what others have to say.

Not to be left out in the character of an Insurance Manager is a

friendly spirit, and, at times, the stubbornness of a mule in working for the program which he manages. On the whole it would take a long list to enumerate the qualities desirable in the make-up of the Insurance Manager.

However, it would be fruitless, indeed, if this man did not possess a knowledge of the hazards which make for the necessity of insurance, a knowledge of coverage and the limits available under them. Furthermore, he must know the insurance market in order to secure the coverage necessary, or to determine that such coverage does not exist.

"What?"

What? "What" is the next question showing on the card of the old typewriter. The Insurance Manager must be cognizant of a lot of "whats" everyday.

Let's consider some of the items which go to make up answers to this question. The Insurance Manager directs his thinking along the lines that the insurance needs of his company are never static. Instead these needs are in a varying state of change at all times.

To anticipate the change, its direction and its consequences, the Insurance Manager must utilize the reports furnished him. He must devise methods of presenting his conclusions to top management in a form which is easily understood, but still reflects the need for any necessary or appropriate action. Thus we may say that one of the answers is to point out to top management what the company needs in the way of insurance.

In bringing the need for insurance to the attention of management the Insurance Manager should be aware of the type of protection needed to cover the loss which could be incurred. It is not

(More on page 43)

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The Insurance Picture as Viewed from the Washington Scene

BY A. L. KIRKPATRICK
MANAGER, INSURANCE DEPARTMENT, UNITED STATES CHAMBER OF COMMERCE

Before The

First Annual Insurance Buyers Conference Southern California Chapter American Society of Insurance Management September 19, 1956 — Los Angeles

I was glad and felt highly honored when Mr. Parrett invited me to come to Los Angeles and speak to this group tonight. Through the years I have come to recognize the professional managers of corporate insurance portfolios as the keenest analysts of property values, of potential loss hazards and of policy coverages that are to be found anywhere. Your sagacity and discernment are equalled only by some of the most outstanding brokers and agents who habitually match their skills with yours in their search for the best insurance markets.

So I approach this audience as one of the most sophisticated groups of insurance executives to be found anywhere in the country.

This evening I want to talk with you very briefly about some of the things that are going on in Washington and in the country. I am going to speak to you very frankly. I may even say some things that might better not be said. But I believe very strongly that these are times when all the facts should be laid on the table. And you men are, in fact, the service men of America. If one should not feel free to speak fully and frankly to such a group as this, then where can the truth be spoken?

We are in a period of great and dramatic and even exciting change and fermentation in the world. The appraisal of its meaning is not certain or easy to measure. But the effort to understand it begins with the facts—the facts about what is happening and the motivating causes back of the events.

The important — the basic — changes — the long-range trends, unfold slowly. Like a picture puzzle, no single piece or event, tells us much about the whole

larger picture. It is only when we can put them together correctly, fitting each event into its proper surroundings, that we can get a correct appraisal of the long-range trend.

All of us are conscious of the basic struggle today between the individual to maintain and improve his freedom, and those forces which would use the office of government to bring him into subjection. We have watched with concern, the continued growth of the welfare programs, the grant-in-aid programs of the federal government, it's so-called insurance and guarantee programs, and the increase in its regulatory powers of all kinds.

While the purpose of each, is directed at rendering some service, there is the collateral exercise of authority by the federal government over the individual, the states, or others who are the beneficiaries of the service.

Grants-in-aid to the state are today measured in billions of dollars. Over 40 programs are involved, the great majority of which concern social welfare functions of one kind or another.

Insurance has become another popular mechanism of government. In the few minutes allotted to me this evening I want to discuss with you several of the most recent developments in the insurance picture as seen from a Washington vantage point.

One of the first things I discovered when I moved into the Washington scene eleven years ago was that, while my experience in the commercial insurance world was invaluable as a background, the task I was confronted with had little to do with the conduct of the

commercial insurance business.

Rather it dealt with the attempts to apply insurance principles to the alleviation of losses which commercial insurance does not cover. In most of these cases the proposed plan of so-called insurance involved the almost certain use of government subsidies. There is a great need in Washington for a better understanding by members of Congress, committee staffs, federal agencies and others, of some of the basic principles of insurance underwriting and why they cannot be applied to some hazards. It's not an easy task.

Most people believe thoroughly in insurance. They know it is a good thing. They have come to have great confidence in the management of the commercial companies. But there is little understanding of the fundamentals of the loss-spreading technique and of selective underwriting which makes insurance available to good risks but screens out bad ones.

The popular concept of insurance is such that it is easy for people to believe that it should be available to anyone who suffers any kind of a loss or a need. You are familiar with its application in the case of the old-age and survivors insurance under social security which pays benefits which are more closely related to the need of the recipient than they are to the amount which he paid for.

So, it's a common thing in Washington for someone to come forward with a proposal that the government set up a plan of insurance to guarantee people against loss of various kinds and at a premium which almost everybody can afford to pay. It's a nice concept if it

(More on page 34)



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on forms and procedures; on reduction of hazards. The Utility came out with broader protection and has 'vigilant supervision' over every phase of fire prevention, fire protection and loss adjustment. The benefits multiplied—the cost didn't.

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Contractual Liability and Hold Harmless Agreements

By
Virgil R. Howell, Partner
Mund, McLaurin & Co.
Independent Insurance Analysts
Los Angeles, California

(speech made before First Annual Buyers Conference, Southern California Chapter, American Society of Insurance Management, Sept. 19, 1956)

Basic Coverages Provided Under Liability Policies

The basic forms of Comprehensive Public Liability and Property Damage Liability policies provide coverage with respect to the liability imposed upon the insured by law for damages on account of injuries to persons or damage to property of others, arising out of the business operations conducted by the insured.

Liability asumed by contract is a legal liability-since it can be enforced in a court-but it is not liability imposed by law. Contractual Liability may be defined briefly as. that responsibility which by negligence law we do not possess, but which by the same law is possessed by another and which we by contract have agreed to take over in whole or in part from such other person. The specific clause in a contract by which we do this has been termed "hold harmless," "save harmless" or "indemnification" clause. These agreements require indemnitors (sellers) to assume the liability of the indemnitees (buyers) regardless of sole or partial negligence on the part of the buyers.

Liability policies generally exclude coverage with respect to all liability which may be assumed by or imposed on the insured under any form of contract or agreement, oral or written, excepting leases of premises, easement agreements, agreements required by municipal ordinance, sidetrack agreements

and elevator and escalator maintenance agreements.

Complete automatic Contractual Liability insurance is not prohibited and occasionally may be obtained by endorsement, but in practice, most companies are generally reluctant to write it, because of the probable arguments over the propriety of the premiums which the insured is likely to incur, based on liability which he may not know he has assumed under various contracts, and which may be too complex to interpret for rating purposes, or which may be too drastic to assume at any cost acceptable to the insured.

Types, Degrees and Effects of "Hold Harmless" Agreements

Since the widespread use of "hold harmless' clauses is an accepted fact, every firm should have established procedures for the insurance manager to seek counsel of its legal adviser in determining the extent of liabilities which have been taken over, whether it be a railroad sidetrack agreement, a construction contract, lease, purchase order, or whatever form.

In our discussion, we will use the following general terms to define the respective parties to the contract:

"Buyer" (indemnitee) — buyer, owner, landlord.

"Seller" (indemnitor) — seller, contractor, sub-contractor, tenant.

The following digest of actual "hold harmless' agreements will il-

lustrate the types and degrees of contractual liability to which a firm may be a party:

- 1. Innocuous: Seller responsible for only his own acts.
- 2. Mild: Seller responsible for his own acts and those of his agents.
- 3. Moderate: Seller responsible for his own acts, acts of his agents, and any contributory negligence of Buyer.
- 4. Severe: Seller responsible for his own acts, acts of his agents, contributory negligence and sole negligence of Buyer (excluding injuries to Buyer's employees).
- 5. Extreme: Seller responsible for his own acts, acts of his agents, contributory negligence and sole negligence of Buyer (including injuries to Buyer's employees).
- 6. Drastic: Seller responsible for his own acts, acts of his agents, contributory negligence and sole negligence of Buyer (including injuries to Buyer's employees) and any other injuries howsoever caused.
- 7. Ultra-Drastic "The liability of the contractor hereunder is absolute and without regard to negligence." (This required that the general contractor and his subcontractor must be liable for even those acts and omissions for which this particular Municipality may be solely liable and further that the contract related not only to construction or the installation of equipment, but required a test period for structure and equipment, and even more important a period of guarantee of such equip-

(More on page 32)



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ΧL

A. Don Marvin

Minnesota Chapter and the entire membership of the American Society of Insurance Management was stunned and saddened by the death of A. Don Marvin, a member and past president of Minnesota Chapter. Mr. Marvin died sometime during the night of September 13th from a heart attack and was buried from the Le Sueur Presbyterian Church on September 16th.

Don Marvin was Insurance Manager for Green Giant Company of Le Sueur, Minnesota. His attendance at monthly meetings was regular and he contributed much to the growth of his chapter, through his fund of insurance knowledge and his unbounded energy and enthusiasm. We will miss him very much.



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O. E. WEES

President,
Northern California Chapter, ASIM

Northern California Chapter ASIM Elects O. A. Wees

O. A. Wees, insurance manager of Crown Zellerbach Corporation, was elected 1956-57 president of the Northern California Chapter, American Society of Insurance Management, Inc., at a recordattendance meeting of the Chapter in San Francisco.

Mr. Wees, known to his friends as "Gus," is a native of San Diego, California and a graduate of Cogswell Polytechnical College, and Golden Gate College of San Francisco. He has been an office boy, a timekeeper, an accountant, insurance auditor, and insurance manager for Crown Zellerbach Corporation, and served with the United States Army from 1943 to 1945.

As president of Northern California Chapter, he has adopted the slogan "A little more light on the subject."

R. W. Humphrey, vice chairman, System Insurance Committee of the Southern Pacific Company, was elected to serve as vice president; J. A. Crockwell of Pacific Gas & Electric Co., as secretary, and A. E. Flieger, insurance manager of the Bank of California, as treasurer.

J. E. Moriarty, insurance manager of the Robert Dollar Company, was elected a national direc-

tor of the ASIM, while E. C. Lasater, insurance manager of Rosenberg Bros. & Co., Inc.; H. L. Hilleary of Standard Oil of California; and J. P. Holstein, assistant insurance director of California Packing Corporation, were elected directors of the Northern California Chapter.

Atomic Hazards Discussed at Meeting of New York Chapter American Society of Insurance Management, Inc.

Public realization of the dangers inherent in the nuclear reactors and radioactive isotopes creates a whole, new area of study in the present insurance curriculum. The march of time is rapid and the problems of Atomic Hazards so new to our economy and way of life, they demand revaluating.

No one is better qualified to present the vast problems of the Age of the Atom as they relate to the insurance industry than William J. Satterfield, Jr., Chief of the Insurance Division of the United States Atomic Energy Commission, who was the speaker at the October 25th open meeting of New York Chapter, American Society of Insurance Management, Inc. (Hotel Statler, N. Y. luncheon).

William J. Satterfield, Jr. served as Chief of the Insurance Section with the Manhattan Engineer District from March to December 1946 as a civilian — and from January 1945 to March 1946 as a member of the Army.

From May 1943 to January 1945, he was liaison officer for Contract Insurance Branch, Office Chief of Finance, Army of the United States, in Chicago. From January 1941 to May 1945 he had various assignments in the U. S. Army.

From July 1927 to January 1941, he was associated with the Maryland Casualty Company in both field and home office duties.

A graduate of Dartmouth College, he is a native of Washington, D. C.



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George A. Conner

The Honesty Bond Underwriter is a peculiar kind of person. You may have heard him brag that his losses are just as earth-shaking as those in any other field of insurance. Certainly the large dishonesty losses during the past year have made it unnecessary to prove this point further. For example, the Employee Fraud or Dishonesty Loss is just as spectacular as any fire loss. It appeals to the imagination and creates just as much interest as a devastating fire loss. Could you have any more reader interest than there is in the recent \$2,900,000 loss sustained by the Commonwealth Building and Loan Association in Norfolk, Virginia, all caused by a middle-aged woman Assistant Secretary-Treasurer? No one yet knows why she spent her life giving away her employer's funds. A large staff of auditors worked on the books for several months before discovering the total amount of the loss. We are informed she gave friends some twenty Cadillac cars in return for small

The Employee Dishonesty Loss is just as likely to bankrupt a firm as a third-party liability claim. Only recently we read that 29 fellow-employees lost their jobs because a trusted bookkeeper's \$72,000 loss closed the doors of a piano firm. She had been employed for 25 years and was so well trusted that no Honesty Bond was carried.

The Employee Dishonesty Loss is just as difficult to control by Loss Prevention Programs as the highway accident which is causing so many headaches in the automobile insurance field. The best minds in the accounting industry have set up excellent systems of internal audits and controls to prevent dishonesty

Yardstick of Dishonesty Exposure

by
George A. Conner
Vice President Fidelity and Deposit Company of Maryland

losses. So far as I know, none guarantees a system that will prevent all employee fraud losses.

The Employee Dishonesty Loss has one characteristic which makes it entirely different from any other kind of loss. It is the *only type of loss that defies discovery*. Any ordinary person can discover a fire loss, a third-party liability loss, an automobile accident, but it takes an ingenious person to discover an employee dishonesty loss. I have known some of them to escape as many as fifteen independent public accountant audits. I have known some to remain undiscovered as long as 25 years during which time there were regular Federal or State examiners' audits. As a matter of fact, the average period during which a defalcation occurs without being discovered is three years for commercial and industrial concerns and seven years for financial institutions.

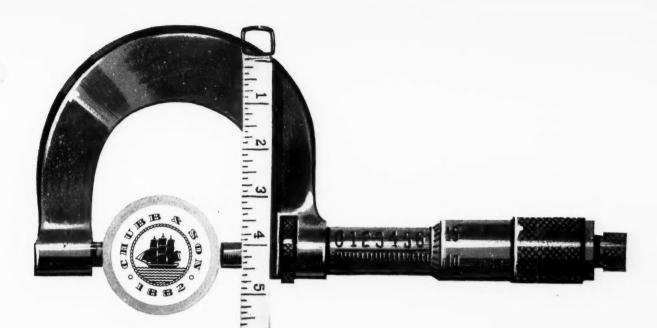
Many studies have been made of dishonesty losses, their causes and methods of prevention. I think the survey that produced one of the most interesting results was made by Price, Waterhouse & Company. In their analysis of 100 cases they broke down the losses as to the method of discovery:

Internal Checks	11
Management Inquiries	16
Public Accountants and Internal Auditors	
Unknown	8
Gratuitous Circumstances or Just Plain Luck	36

Obviously the surprising thing is the fact that over one-third of the losses analyzed were discovered through sheer luck. This illustrates as well as anything I can say the extreme difficulty of determining an adequate amount of Honesty Insurance. If an assured is unlucky, the period of a defalcation may extend considerably beyond the average of three years and result in a devastating loss that can not be absorbed by the financial worth of the Insured.

Dishonesty losses as a proper subject of insurance have not been fully respected by the insurance buyer. Oh yes, he has purchased Honesty Insurance but too many times it has been purchased only in nominal amounts. The fault may lie with the Insurance Company, insurance agent or broker who has been satisfied to sell small amounts of Honesty Insurance with the expectation of increasing the coverage at subsequent anniversary dates. This is a mistake of which professional insurance men should not be guilty. Honesty Insurance should not be bought for the small, frequent, every-day loss. This is bad both from the standpoint of the Insured and the Underwriter. The Underwriter cannot be expected to continue on a risk

(More on page 16)



WHAT
DO YOU USE
TO MEASURE
LEADERSHIP...?

 ${
m The}$ tape measure may provide an accurate measurement of girth . . . but girth is no accurate measurement of leadership. In this highly technical age "close tolerances" are every-day standards... whether gauging the accuracy of a fine moving part in a precision instrument...or evaluating the services rendered by a business organization. The philosophy of Chubb & Son for almost three-quarters of a century is characterized by the development and expansion of the individual phases of its services ... each a precision part of a precision function. Its leadership is the natural result of its "close tolerance" performance. Chubb & Son squarely meets today's exacting methods of gauging . . . a true measure of leadership.

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year after year at a 50% loss ratio which is caused by a frequency of small losses that good internal controls and audits can prevent or that may be inherent in the business. Honesty Insurance should be purchased to take care of the large unexpected losses. It must protect the profits or even the very assets of a company from being wiped out or seriously impaired by dishonesty losses.

The insurance industry has long failed in its duty to supply a proper measure in order to determine the amount of Honesty Insurance that should be carried by industrial and commercial concerns. In the Bankers and Savings and Loan fields the problem of "How Much Coverage?" has been adequately handled for a number of years. It must be admitted that the problem there is somewhat simplified by the fact that the principal exposure is on money and securities so that a proper Table of Minimum Coverages has been much more easily obtainable. The Table of Minimum Coverages for Banks is based on the amount of deposits. In the commercial and industrial field underwriters over a period of years have tried various yardsticks in order to determine the proper amount of coverage. One underwriter suggested a charge of \$1,500 or \$2,000 per Class A employee. Another underwriter suggested an amount equal to 10% of gross sales. Still another, and to that I plead guilty, suggested a breakdown into five categories, with different vardsticks for each one:

Group I

Insureds which sell services, with a relatively small percentage of assets represented by equipment or merchandise inventory. (Examples: real estate agencies, insurance companies and agencies, educational institutions.)

- (1) \$2,000 per Class A employee under a Primary Commercial Blanket Bond.
- (2) \$1,500 per Class A employee under a Blanket Position Bond.

Group 2

Insureds which sell services, with a relatively large amount of assets represented by equipment but with small merchandise inventory. (Example: hotels, hospitals, warehouses, theatres, contractors, publishing companies.)

5% of gross sales

Group 3

Insureds engaged in the sale or manufacture of durable goods, such as automobile companies and dealers, automobile equipment companies, lumber, furniture, machinery and metal companies.

5% of current assets

Group 4

Insureds engaged in handling and selling food, drugs and chemical products.

10% of current assets or 5% of gross sales

Group 5

Insureds engaged in the general merchandise or wearing apparel business.

10% of current assets

In 1952 a committee of the Surety Association of America was appointed to study all outstanding yardsticks and to decide upon a scientific method of determining the minimum amounts of Fidelity coverage that should be carried by various concerns. The Committee received a comprehensive report on all losses in excess of \$10,000 for a ten-year period. Information obtained in connection with each included the nature of business, amount of loss, period of concealment, position of defaulter, amount of bond, current assets, sales or gross income, number of Class A employees and other pertinent facts. Various tables were applied to these losses in order to determine which would produce a reasonable and adequate result. The number of losses included in the review was 500.

Two outstanding problems faced the Committee:

(1) Finding a table that would recognize differences in exposure due to the various kinds of operations of Insureds.

For example, the difference between a drug company with a large inventory and a real estate concern with little or no inventory; or between a contractor with heavy equipment and a concern engaged in general merchandise or wearing apparel business.

(2) Finding a table which would apply both to small and large concerns without producing exorbitant amounts of coverage for the larger ones.

The first problem was solved by an analysis of what was stolen and the methods used. Obviously losses in cash receipts and cash disbursements are most frequent. The Price, Waterhouse survey referred to above indicated that 56 out of 107 losses consisted of embezzlement of cash receipts and 44 out of 107 involved cash disbursements. Losses of goods on hand or inventory account for the other seven cases. Also, since the average dishonesty loss extends over a period of three years before discovery, it was necessary that the turn-over be considered in arriving at a proper solution since the larger the turn-over the easier the accessibility by the dishonest employee and the more readily the concealment of the shortage. Therefore, the following three items in the Insured's financial statement were used as a basis for arriving at a final table:

1. Cash — Deposits — Securities — Accounts Receivable

In this category fall all the losses due to manipulations of cash receipts and cash disbursements and a mixture thereof. For example, we paid \$187,000 due to a loss caused by a plant accountant of a large concern in the Midwest. He used employees of his company as maintenance men, butlers, maids, baby-sitters

(More on page 42)



on the spot risk analysis, rate and safety engineering, claims service

for out-of-town insurance

The Insurance Service Association of America is a network of the leading local insurance brokerage firms in 55 cities of the U.S., Canada, Cuba and Puerto Rico. By dealing with the member firm near you, you benefit from insurance counsel by experts who best know local conditions for your every branch, plant, warehouse or office—wherever located. The result: consolidated administration under your control, on-the-spot claims service, coverages adjusted to local conditions, often at substantially lower cost.

For full details, without obligation, call the Insurance Service Association member nearest you.

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OF AMERICA

what's protecting your firm against embezzlement?

Think carefully. What stands between your company and losses due to employee dishonesty?

The integrity of your workers, of course, is your first line of defense. In addition, you probably rely on your system of internal safeguards to discourage would-be embezzlers—or at least to detect dishonesty before it causes serious damage.

But is this enough? Studies by fraud prevention authorities indicate it isn't. Case histories show even the most highly respected and trusted employees can go wrong, that thefts of money, merchandise and materials can continue undetected for years, and that no system of internal controls exists that a determined embezzler can't beat.

And that's why companies need Honesty Insurance—the coverage which *indemnifies* employers against employee thefts.

If your firm is without this protection, or if your Honesty Insurance has not been thoroughly reviewed within the past few years, we urge you to consult the F&D representative in your community. He will be glad to discuss your Honesty Insurance needs with you, in complete confidence and without obligation. You can rely on his recommendations because he represents a company which specializes in protecting employers against embezzlement loss.

We also invite you to write for our free booklet, "Embezzlement Controls for Business Enterprises," which describes some of the preventive measures employers can take to reduce the risk of embezzlement.

For the booklet, or the name of the F&D representative nearest you, simply write (on your business letterhead, please) to Department H.

FIDELITY AND DEPOSIT CO. BALTIMORE 3, MD.



World's Leading Underwriter of Honesty Insurance

AFFILIATE: AMERICAN BONDING COMPANY

Risk Management Institute at University of Connecticut Great Success

Everyone who attended the Risk Management Institute of the American Society of Insurance Management, Inc., in conjunction with the University of Connecticut agreed that it was a "great success."

Under the auspices of the School of Business Administration, Dr. Laurence Ackerman, Dean, made everyone welcome and comfortable. He was ably assisted by David Ivry, Associate Professor of Insurance, who kept the Risk Management students on the "go" all the time.

Registrants of the Seminar which was held from September 26th through September 28th, were comfortably housed in the Continuing Education Building on the beautiful campus at Storrs. Meals were served in the students' dining hall and in the faculty dining rooms, with a cocktail party on the night of September 27th at the Willamette Golf Club.

Morning sessions were devoted to speeches by prominent speakers (announced in the September issue of The National Insurance Buyer) and the afternoon and evening sessions were given over to discussion periods.

It was a thoroughly illuminating educational experience, which not only afforded the registrants an opportunity to learn a great deal about their insurance management problems, but afforded them an opportunity to get together during the three-day sessions.

Each member received a certificate from The University of Connecticut, Division of University Extension, attesting to his attendance, with his name properly affixed, and signed by Carlson E. Crane, Director of the Division of University Extension, and by A. N. Jorgensen, President of the University of Connecticut.

Anyone who missed this Risk Management Institute should make a note to be sure to attend next year's Seminars. Those who did attend, will want to come back to the University of Connecticut for another Institute.

The American Society of Insurance Management believes that these seminars are of utmost importance to its members and that this program is one of its outstanding services.

We thank the staff at the University — Dr. Ackerman, David Ivry, Bud Herrick, Brad Beadle, Mrs. Barlow, and last, but not least, "Missy," Dr. Ackerman's canine-insurance-manager.

Chicago Chapter ASIM Holds First Fall Meeting

The Chicago Chapter ASIM held its first fall meeting Sept. 20, at the Chicago Bar Association.

There was a panel discussion led by George E. DeWolf, insurance manager, Jewel Tea Company, Inc., and L. R. Butzen, manager, insurance and loss prevention department, Montgomery Ward & Co.

The subject was: "Insured vs. Uninsured." The subject was chosen because interest in it was most frequently indicated in the replies to questionnaires sent to all

members.

Both panel members have several years of practical experience in administering corporate programs of insured and self insured risks. They presented their views on the factors they consider basic in determining when a risk should be completely or partially insured; also, when the uninsured risk should be handled through a book or funded reserve or by charging each loss directly to operations.

The meeting was open to guests, brokers and insurance company representatives.

"I <u>suppose</u> our people understand their group insurance benefits. Why?"

"If you had B. E. U., you'd be <u>sure</u> of it! And you'd <u>both</u> get the most out of your investment!"



You EMPLOYERS know to the penny the protection your people get through their group insurance. But only when they know how much their group benefits mean to them will you both get the maximum returns from your group insurance investment.

B. E. U. MAKES IT EASIER for you to explain the benefits to your workers, makes for a deeper, more lasting understanding. It helps because it *works!*

VITAL B. E. U. SERVICE, developed by Connecticut General, stands for Better Employee Understanding. It increases your returns through a proven method of improving work attitude and concentration on the job, as well as keeping quality output high.

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- . GROUP INSURANCE
- PENSION PLANS
- HEALTH
- ACCIDENT
- LIFE

The Insurance Manager's Job

by

C. Henry Austin

President of Chicago Chapter, ASIM, and a Director of ASIM

(speech made before the September meeting of Cincinnati Chapter, American Society of Insurance Management, Inc.)



C. Henry Austin

C. Henry Austin, a graduate of Washington University School of Law at St. Louis. is a member of the Missouri and Illinois bars. After doing general trial and corporation work with a Chicago law firm, he joined Standard Oil Company (Indiana). While an attorney in its Law Department he represented the company in many fields in the general practice of law. In 1950 he was appointed manager of Standard's newly organized insurance department. He is president of Dradnats, Inc., and a director and secretary of Stanolind Marine Transport Company, subsidiaries of Standard Oil Company. Mr. Austin is a member of the American Bar Association (a member of its Casualty Insurance Law Committee, Section on Insurance Law), the Illinois and Chicago Bar Associations; a director of the American Society of Insurance Management, Inc., and president of its Chicago Chapter.

In recent years we have seen tremendous changes in our area of responsibility. The individual in charge of the corporate insurance program is no longer a buyer of insurance, looking for the lowest premium (or other consideration).

For one corporation executive's view of the modern risk manager, I call your attention to a statement made by Mr. Horace P. Liversedge, Chairman of the Board of the Philadelphia Electric Company, who says, "Forward looking management has long since come to look upon insurance as a specialized field far beyond the routine purchase of policies.-Today we must have the full time insurance executive heading a separate department ... a specialist to whom management can look for the analysis of risks . . . selection of methods to reduce or eliminate risks and procurement of adequate insurance contracts."

This recognition of insurance as one of the major areas of modern management has also resulted in the recognition of the need for individuals who are in truth risk managers. The individual responsible for insurance must recognize exposure to loss; estimate probability of loss; gauge the potential seriousness of the loss; determine whether the exposure can be covered by insurance; develop the type of policy which fits his company's particular needs; select the insurance company best qualified to assume the risk, with due regard to its financial status, service facilities and underwriting philosophy; develop tentative rates which are economically sound both for the insured and the insurer; and participate in the presentation of the risk to the representatives of the insurance company.

At this point, if the risk manager's approach to the risk has been on the basis of sound underwriting principles and accepted actuarial practices, and if he has approached carriers which have been evaluated and selected properly, he should be able to present to his management a sound, economical insurance solution to the loss probabilities presented by the exposure, and thus not subject himself to the charges of being either overly insurance conscious or a broker's captive.

After final arrangements have been made with the insurance company and the program presented to and accepted by management, the risk manager must be prepared to assist the accounting department in establishing premium allocations, establish claim and loss reporting procedures, and establish statistical records of loss frequency. severity and type. In those instances in which the risk manager administers the Employee Group Benefits Program, he must prepare simple explanatory booklets describing the benefits for the em-

He must also prepare and present to management periodic reviews of various insurance purchased. These reviews must be clear and concise and should present statistical data which will permit management to understand the actual operation of the insurance program.

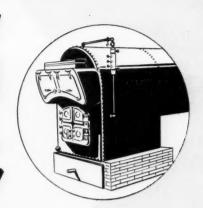
These reports must be free from technical insurance phraseology regardless of how well it is known to the risk manager or understood in the industry. Officers and directors do not have the time to puzzle out the meaning of such terms as facultative reinsurance treaties; retrospective rating with an aggregate deductible, etc.

I would like to emphasize this point; the Risk Manager must prepare himself to explain various types

(More on page 39)

A BOILER and MACHINERY QUIZ PROGRAM

...with answers that mean Dollars and Sense!



- **Q.** Can you take advantage of recent rate reductions on Boiler and Machinery Business Interruption Insurance?
- If you have Business Interruption, do you have per diem coverage (on which the reductions apply)?
- Q. Is that the best coverage for your business . . . or would an Actual Loss form be more advantageous?
- Q. Does your plant operation fluctuate throughout the year?
- Q. Do profits vary by seasons . . . certain months . . . certain weeks of every month?
- Q. Is there a profit variable on similar types of operations?

The *right* answers to this quiz program could mean dollars and make sense to you... the wrong answers could mean you are paying too much for insurance, or are in line for a heavy loss. Kemper boiler and machinery specialists are available at all times to help you get the right answers. (They do not sell insurance; see your broker or nearest Kemper agent.) Call one of the branches listed below, or the Home Office.

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POSITIONS AVAILABLE

The following positions have been listed with us by member companies of ASIM:

Assistant Insurance Manager: Upstate New York, married, 30-35. Good insurance background, preferably in brokerage firm. Experienced in industrial insurance organization not necessary. (Address—NIB-PA-5)

Top Claims Man: Midwest. Opening for experienced claims man. Must be tops to qualify, with Law Degree. Age 35-45. Large transportation company. Top salary for right man. This company is starting a new department. Fine opportunity for future. (Address — NIB - PA - 7)

Assistant Insurance Manager: New York City. Large retail chain. Young man. 30-35 with well-rounded insurance background and education. Immediate opening. (Address — NIB - PA - 8)

Assistant Insurance Manager: New York City. Age 30-35. This position requires ability to deal with figures and details, handle correspondence and exercise judgment. Some insurance background helpful. (Address — NIB - 9)

* * *

Group Insurance and Pension Plans Man: Position open for top notch group insurance and pension plans man to take complete charge of department. Large multi-manufacturing concern. New York City. Age 35-42. (Address — NIB - PA - 10)

* * * *

Fidelity & Casualty: Young Man — 30 to 40 years of age to handle fidelity and casualty insurance for branch operation of large manufacturer. Baltimore area. (Address — NIB - PA - 11)

PERSONNEL AVAILABLE

All Applicants Are Requested to Submit Five Copies of Resume Young man, 30, married — good education — would like to improve his position. Now employed as assistant to Insurance Department Manager of large private corporation. (Address — ASIM - 20)

Top-Ranking Insurance Manager wishes to change position. Is cur-

rently responsible for developing and administering the insurance program of a well-known corporation. Experienced in safety programs. College degrees in Economics and Finance. Married, age: about 35. Exceptional man for exceptional position. (Address — ASIM - 29)

Insurance Manager, Age 31, married, with two children. Law degree. Eight years experience as Corporation Assistant Insurance Manager, Claims Manager and Agency Manager. Desire position as Insurance Manager or Assistant. Presently employed as Assistant Insurance Manager. (Address — ASIM - 31)

Executive Associate in Insurance. Married, age 50, college degrees in mathematics and physics. Experienced in domestic and foreign insurance management. Has developed volume of business transacted, improved loss ratios, yield, reporting and control of posts held in U.S.A. and abroad. Wishes position in corporate insurance department. (Address — ASIM - 32)

Service Representative, Underwriting Manager, Casualty Manager for top insurance companies, and Insurance Counsellor for a management consultant firm, wishes position with corporate insurance department located in San Francisco area. Married, age 48, CPCU. College graduate. (Address—ASIM - 33)

Executive in insurance, sales management, market analyst, efficiency methods, accounting and finance. Age 48, married. College graduate. Currently associated with an underwriting firm in Texas, will relocate in the United States or a foreign country as executive in the forementioned fields. (Address — ASIM - 34)

Insurance Manager or Assistant Insurance Manager. Currently assistant to Insurance Manager of large oil company. Graduate of Columbia University, Degree in Economics. Age 30. Married. Responsibilities include administering domestic and foreign policies of company and all phases of corporate insurance management. (Address — ASIM - 35)

Instructor of Insurance at one of the universities located in New York City wishes position in corporate insurance department. Experienced in life insurance, principles and practices of insurance and insurance law. Consultant on Study of Workmen's Compensation with Commerce and Industry Association of New York. Age 34. Married. College degrees. (Address — ASIM - 36)

Controller of Agency Operations in various overseas territories, desires position in the United States in corporate insurance field. Age 43. Married. Qualifications and experience particularly suitable to field of corporate insurance management, where wide insurance experience and ability to organize can be effectively employed. (Address — ASIM - 37)

Insurance Manager or Assistant Insurance Manager. 35 years old, attorney, licensed in Texas and Iowa, CPCU, formerly Claims Manager for one of the oldest and most highly respected stock companies, now managing partner in Dallas Agency, desires position as insurance manager or assistant. Dallas area preferred but would relocate. (Address — ASIM - 38)

Risk Manager. Qualified Risk Manager seeks a position in the corporate insurance field. Twenty years experience in general insurance and management. Age 37. CPCU. Currently assistant in world-wide program. Prefer midwest location but will relocate contingent upon opportunity. (Address — ASIM - 39)

Insurance and Safety Executive. Experienced as Manager of Engineering Department of several brokerage companies. Account work encompasses presenting of all types of coverage to the various insureds, the negotiation and placing with underwriters, handling of all claims settlements and retrospective adjustments. Supervision of all fire and casualty engineering on accounts. Wishes position as Corporate Insurance Manager. Highly recommended and well qualified. (Address — ASIM - 40)

CHAPTER DIRECTORY

AMERICAN SOCIETY OF INSURANCE MANAGEMENT

CENTRAL ILLINOIS INSURANCE MANAGERS ASSOCIATION

Meetings-2nd Thursday of each month, Bloomington, Illinois, Dinner, 6:30

P.M.
President—D. W. Covey, LeTourneau-Westinghouse Co., Peoria, Ill.
Vice-Pres.—Gehl Tucker, A. E. Staley Mfg. Co., Decatur, Ill.
Secy.-Treas.—K. K. Schroeder, A. E. Staley Mfg. Co.

CHICAGO CHAPTER

Meetings-3rd Thursday of each month. September through May. Dinner, 6:00 P.M.

6:00 F.M.
President—C. Henry Austin, Standard Oil Company (Indiana), Chicago
Vice-Pres.—Casimir Z. Greenley, International Minerals & Chemicals Corp.,

Treasurer-G. J. Burns, Continental III. National Bank & Trust, Chicago Secretary—Ann Auerbach, Goldblatt Bros., Inc., 333 South State St., Chicago 4, Illinois

CINCINNATI CHAPTER

)

Meetings-1st Wednesday each month, except July and August. Luncheon, 12:00 Noon

12:00 Noon.

President—Lloyd R. Everhard, Trailmobile Inc., Cincinnati
Vice-Pres.—Thomas N. Fisher, Fifth Third Union Trust Co., Cincinnati
Treasurer—A. L. Benjamin, The Cincinnati Gas & Electric Co., Cincinnati
Asst. Treas.—Paul K. Dykes, Ohio River Company, Cincinnati

Secretary—A. J. Haberer, The Proctor & Gamble Company, Gwynne Building, Cincinnati 1, Ohio

DALLAS-FORT WORTH CHAPTER

Meetings-3rd Thursday each month. Luncheon, 12:00 Noon President—W. F. Shrimpton, Temeo Aircraft Corp., Dallas Vice-Pres.—D. C. Morris, Chance-Vought Aircraft Inc., Dallas Treasurer—T. T. Redington, Jr., Dresser Industries, Inc., Dallas Secretary—Miss Annette M. Johnson, The Murray Company,

3200 Canton Street, Dallas, Texas

DELAWARE VALLEY CHAPTER

Meetings-3rd Monday each month. Dinner, 6:30 P.M. Asst. Secy.—Charles R. Garton, Atlantic City Electric Company, Atlantic Asst. Secy.—Chaires R. Gallon, City, N. J.
City, N. J.
Asst. Treas.—David Day, R. M. Hollingshead Corporation, Camden, N. J.
Secretary—Harry R. Sage, Mutual Rendering Company, Inc.,
Ontario St. & Delaware River, Philadelphia 34, Penna.

INSURANCE BUYERS ASSOCIATION OF DETROIT

Meetings—3rd Wednesday each month. Dinner, 6:00 P.M. President—R. H. French, Michigan Wisconsin Pipe Line Company, Detroit Vice Pres.—W. A. Johnston, Chrysler Corporation, Detroit Treasurer—E. D. Damon, Parke, Davis & Company, Detroit ASIM Rep.—E. F. Neubecker, Burroughs Corporation, Detroit Secretary—F. L. Kiernan, Michigan Consolidated Gas Company 415 Clifford St. Detroit 26. Michigan

HOUSTON AREA CHAPTER

Meetings-2nd Wednesday each month. Luncheon, 11:30 A.M. Accordings—2nd Wednesday each month, Luncheon, 11:30 A.M.

President—R. T. Effinger, Jr., Reed Roller Bit Company, Houston

Vice-Pres.—Jack Campbell, Tennessee Gas Transmission Co., Houston

Treasurer—John Wechsler, Eastern States Petroleum Co., Houston

Secretary—R. C. Lee, Sheffield Steel Division,

Armoo Steel Corporation

P.O. Box 3129, Houston, Texas

MARYLAND CHAPTER

Meetings—3rd Thursday each month at 6:30 P.M. Sept.-June President—Robert C. Colbert, National Brewing Company, Baltimore Vice-Pres.—B. L. Beninghove, Maryland Shipbuilding & Drydock Co.,

Secy.-Treas.-Miss Marion E. Bower, The Davison Chemical Corp. 101 North Charles St. Baltimore 1, Md.

MINNESOTA CHAPTER

Meetings-4th Thursday of each month, Dinner, 6:30 P.M. President K. N. Cervin, Minneapolis-Moline Co., Minneapolis
Vice Pres.—E. G. Chambers, Minnesota Mining and Manufacturing Co., Administrative Secv.-Lillian K. Polzin, 722 Second Ave. South, Minneapolis 2, Minnesota Secy.-Treas.-Julian Mageli, Nash Finch Company

3115 West Lake Street, Minneapolis 16, Minn.

NEW YORK CHAPTER

Meetings-4th Thursday each month, except July and August. Luncheon, 12:20 P.M.
President—W. D. McGuinness, Port of New York Authority, N. Y. C.
1st Vice-Pres.—H. Stanley Goodwin, McKesson & Robbins, Inc., New York
2nd Vice-Pres.—Frank Hornby, Jr., Ebasco Services Inc., New York
Treasurer—J. M. Southwick, Ethyl Corporation, New York
Secretary—Robert B. Schellerup, Union Bag & Paper Company
Woolworth Building
New York 7. N. Y.

NORTHERN CALIFORNIA CHAPTER

Meetings—3rd Thursday of each month. Dinner, 6:00 P.M.
President—O. A. Wees, Crown Zellerbach Corporation, San Francisco
Vice-Pres.—R. W. Humphrey, Southern Pacific Company, San Francisco
Secretary—J. A. Crockwell, Pacific Gas & Electric Company, San Francisco
Treasurer—A. E. Flieger, Bank of California, San Francisco

OREGON CHAPTER

Meetings—1st Wednesday of each month. Dinner, 6:00 P.M. President— Arthur K. McNett, Jantzen Inc., Portland, Oregon Vice-Pres.—Doyle Pigg, Lipman Wolfe & Co., Portland, Oregon Secy.-Treas.—Robert S. Horning, Mail-Well Envelope Company, 2136 S.E. 7th Avenue, Portland, Oregon

SOUTHERN CALIFORNIA CHAPTER

Meetings—3rd Wednesday of each month. Dinner, 6:30 P.M. President—Harvey Humphrey, Title Insurance & Trust Company, Los Angeles Vice-Pres.—Erwin C. Jones, Southern California Edison Company, Los Angeles Treasurer—Mrs. Anna A. Williams, California Bank, Los Angeles Secretary—Earl Thompson, Security-First National Bank of Los Angeles, 5el South Spring Street, Los Angeles Calif. 561 South Spring Street, Los Angeles, Calif.

VIRGINIA-CAROLINA CHAPTER

Meetings-4th Tuesday each month except December (Check with Secretary for time and place).

President—B. M. Hulcher, Southern States Cooperative, Richmond, Va. 1st Vice-Pres.—Paul Stickler, Reynolds Metal Company, Richmond, Va. 2nd Vice-Pres.—Paul Stickler, Reynolds Metal Company, Richmond, Va. 2nd Vice-Pres.—A. Grant Whitney, Belk Stores, Inc., Charlotte, N. C. Secy.-Treas.—Lydia S. Hammond, Miller & Rhoads, Inc., Richmond, Virginia

XU

American Society Of Insurance Management, Inc.

"Who's Who" in Corporate Insurance Management

Roster Of Member Companies by Chapters

CENTRAL ILLINOIS

Black & Company
Caterpillar Tractor Company
Decatur Herald & Review
Funk Brothers Seed Company
Illinois Power Company
Illinois Wesleyan University
S. D. Jarvis Company
Keystone Steel & Wire Company
LeTourneau-Westinghouse Company
Mississippi Valley Structural Steel Co.
Mueller Company
Princess Peggy, Inc.
J. L. Simmons Company, Inc.
A. E. Staley Manufacturing Co.
Steak & Shake

CHICAGO

Aldens Inc. Allis-Chalmers Manufacturing Co. American Bakeries Company American Marietta Company Automatic Electric Company Borg-Warner Corporation Bowman Dairy Company Brunswick-Balke-Collender Co. Bureau of Safety Butler Brothers A. M. Castle & Company The Celotex Corporation Central Fibre Products Company City Products Corporation Collins Radio Company Continental Ill. Nat'l Bank & Trust Co. of Chicago Container Corporation of America Crane Company Cuneo Press, Inc. Curtiss Candy Co. R. R. Donnelley & Sons Co. The Reuben H. Donnelley Corp. Fairbanks, Morse & Company Fansteel Metallurgical Corporation Lloyd A. Frey Roofing Company Goldblatt Bros., Inc. Edward Hines Lumber Company Inland Steel Company International Cellucotton Products Co. International Minerals & Chemical Corp. Jewel Tea Co., Inc. S. C. Johnson & Son, Inc. Joslyn Manufacturing & Supply Corporation Kawneer Company

Link-Belt Company Liquid Carbonic Corp. Magnaflux Corporation Marshall Field & Company The Meyercord Co. Montgomery Ward & Company Motorola, Inc. National Standard Company National Tea Company Natural Gas Pipeline of America Pabst Brewing Company The Peoples Gas Light & Coke Co. The Pullman Company Pure Oil Company Quaker Oats Company A. O. Smith Corporation Standard Oil Co. (Indiana) Charles A. Stevens & Company Stewart-Warner Corporation The Tribune Company United Air Lines, Inc. United States Gypsum Company Victor Chemical Works Visking Corporation Walgreen Drug Stores The Willett Company Wisconsin Electric Power Co. Wisconsin Public Service Corporation

CINCINNATI

American Laundry Machinery Co. Armco Steel Corporation **Bardes Corporation** Burger Brewing Company The Philip Carey Mfg. Co. Cincinnati Gas & Electric Co. Cincinnati & Suburban Bell Telephone The Drackett Company The Duriron Company, Inc. The Eagle-Picher Company Emery Industries, Inc. Thomas Emery's Sons, Inc. Federated Department Stores, Inc. The Fifth Third Union Trust Company The Formica Company The Freiberg Mahogany Company The Gardner Board & Carton Co. The Girdler Company The Globe Wernicke Company Robert Gould Company The Gruen Watch Company The Andrew Jergens Company The E. Kahn's Sons Company

The Kroger Company

The Lunkenheimer Company Frank Messer & Sons, Inc. The Metal Specialty Company The H. H. Meyer Packing Company The Mosler Safe Company The Nivison Weiskopf Company The Ohio River Company The Procter & Gamble Company The Provident Savings Bank & Trust Co. Queen City Chevrolet Company The Railway Supply & Mfg. Company The Richardson-Taylor Globe Corp. The Sorg Paper Co. Toms River-Cincinnati Chemical Corp. Trailmobile Inc. United States Shoe Corporation The U.S. Printing & Lithograph Co. The George Wiedemann Brewing Co.

DALLAS-FT. WORTH

American Liberty Oil Co. The British-American Oil Producing Campbell Taggart Associated Bakeries, Inc. Chance Vought Aircraft, Inc. Coco-Cola Bottling Company Collins Radio Co. (Texas Division) Dallas Power & Light Co. Dresser Industries, Inc. The Frito Company General American Oil Co. of Texas Gifford-Hill & Co., Inc. Intercontinental Mfg. Company, Inc. Lone Star Gas Company The Murray Company of Texas Olmsted-Kirk Company Dr. Pepper Company Sun Oil Company Temco Aircraft Corporation Texas Automatic Sprinkler Corp. The Times Herald Printing Company

DELAWARE VALLEY

American Viscose Corp.
Atlantic City Electric Company
The Atlantic Refining Company
The Budd Company
Best Markets, Inc.
Campbell Soup Company
Catalytic Construction Company
Cooks', Inc.
E. I. duPont de Nemours & Co., Inc.
Fidelity Mutual Life Insurance Co.
Food Fair Stores, Inc.
Giant Food Shopping Centre, Inc.

R. M. Hollingshead Corporation Keasbey & Mattison Company Kaiser Metal Products, Inc. Mathiasen's Tanker Industries, Inc. Mutual Rendering Company, Inc. Penn Fruit Company Penn Mutual Life Insurance Co. Pennsylvania Salt Mfg. Co. Philadelphia Electric Company The Philadelphia Saving Fund Society Phileo Corp. Publicker Industries Radio Corporation of America Scott Paper Company S.K.F. Industries, Inc. Smith, Kline & French Laboratories United Engineers & Constructors, Inc. The United Gas Improvement Company

DETROIT

American Blower Corporation American Motors Corporation Argus Cameras, Inc. Bower Roller Bearing Division of Federal-Mogul Bower Bearings, Inc. Bull Dog Electric Products Company Burroughs Corporation Chrysler Corporation Darin & Armstrong, Inc. Davidson Brothers Detroit Gasket & Manufacturing Company Detroit Harvester Company The Detroit Edison Company Detroit Steel Corporation Ex-Cell-O Corporation Fenestra, Inc. Ford Motor Company Freuhauf Trailer Company Gar Wood Industries, Inc. The Gear Grinding Machine Company Goddard & Goddard Company The J. L. Hudson Company Hygrade Food Products Corporation F. L. Jacobs Company The Jam Handy Organization, Inc. S. S. Kresge Company McCord Corporation Michigan Consolidated Gas Company Michigan Wisconsin Pipe Line Co. Micromatic Hone Corporation The Murray Corporation of America National Bank of Detroit Parke Davis & Company Peninsular Metal Products Corp. Penn-Michigan Mfg. Corporation Pfeiffer Brewing Company The Udylite Corporation The Upjohn Company Woodall Industries, Inc. Wyandotte Chemicals Corporation L. A. Young Spring & Wire Corporation

HOUSTON

Ada Oil Company
Anderson Clayton & Company
Baroid Sales Division of National
Lead Co.

Continental Oil Company Converted Rice, Inc. The Dow Chemical Co. Drilling & Exploration Co. Inc. Eastern States Petroleum Co. Inc. Folev's Halliburton Oil Well Cementing Co. Homco Houston Oil Company of Texas Jefferson Lake Sulphur Company Perforating Guns Atlas Corp. Quintana Petroleum Corporation Reed Roller Bit Company Schlumberger Well Surveying Corp. Sheffield Steel Division of Armco Steel Corporation Stewart & Stevenson Services, Inc. Tennessee Gas Transmission Co. Transcontinental Gas Pipe Line Corp. Tuboscope Company Win Hawkins Drilling Company

MARYLAND

Army & Air Force Exchange Service The Arundel Corporation Baltimore Contractors, Inc. Cafritz Construction Co. W. T. Cowan, Inc. Crown Central Petroleum Corp. Crown Cork & Seal Company The Davison Chemical Corporation Greenspring Dairy, Inc. L. Greif & Bros., Inc. Gunther Brewing Co., Inc. The Hecht Company Insurance Buyers' Council The Glenn L. Martin Company Maryland Shipbuilding & Drydock Co. McCormick & Co., Inc. Merchants Terminal Corp. The National Brewing Co. Office of Naval Material Department of the Navy Olin Mathieson Chemical Corp.

Safe Deposit & Trust Co. of Baltimore

MINNESOTA

Rice's Bakery

Anderson Corporation Cargill, Incorporated Coca-Cola Bottling Co. of Minnesota The Creamette Co. Curtis 1000, Inc. Economics Laboratory, Inc. Fairmont Canning Company Faribault Woolen Mill Company Federal Cartridge Corporation First National Bank of Minneapolis Fitger Brewing Company Fullerton Lumber Company Gamble-Skogmo, Inc. M. A. Gedney Company General Mills, Inc. Green Giant Company Theo. Hamm Brewing Company Geo. A. Hormel & Co. Industrial Aggregate Co. International Milling Company

Landers-Norblom-Christenson Co. Land O'Lakes Creameries, Inc. Mayo Clinic McCabe Company Maney Bros. Mill & Elevator Co. Minneapolis Brewing Company Minneapolis-Honeywell Regulator Co. Minneapolis-Moline Company Minneapolis Star & Tribune Company Minnesota Mining & Manufacturing Co. Minnesota & Ontario Paper Co. Munsingwear, Inc. Nash-Finch Company The B. F. Nelson Mfg. Co. Northern Ordnance Inc. Northern States Power Company Northrup-King & Company Northwest Airlines, Inc. W. S. Nott Company Owatonna Canning Company Owatonna Tool Co. Page & Hill Company M. F. Patterson Dental Supply Co. of Minnesota F. H. Peavey & Company Pillsbury Mills, Inc. Queen Stove Works, Inc. Rayette, Inc. Red Owl Stores, Inc. Rochester Dairy Cooperative Russell-Miller Milling Co. St. Paul Terminal Warehouse Co. Scott-Atwater Mfg. Company J. L. Shiely Company Super Valu Stores, Inc. Universal Milking Machine Company The Webb Publishing Co. Waldorf Paper Products Company Winston Bros. Company

NEW YORK

ACF Industries, Inc. Allied Stores Corporation American Airlines American Brake Shoe Company American Broadcasting-Paramount Theatres, Inc. American Bank Note Co. American Can Company American Chicle Company American Cyanamid Company American District Telegraph Co., Inc. American Gas & Electric Service Co. American Home Products Corp. American Machine & Foundry Co. American Management Association American Metal Company, Ltd. American News Co., Inc. The American Oil Company Anaconda Company Anaconda Wire & Cable Company Arabian American Oil Company Associated Dry Goods Corp. The Babcock & Wilcox Company Belk Stores Bell Telephone Laboratories The Best Foods, Inc. Bigelow-Sanford Carpet Co., Inc.

XU

Blades & Macaulay Sidney Blumenthal & Co., Inc. The Borden Company Bristol Myers Company Burlington Industries, Inc. California Oil Company Canada Dry Ginger Ale Co. John J. Casale, Inc. Celanese Corporation of America The Chase Manhattan Bank Cities Service Petroleum, Inc. Chilean Nitrate Sales Corporation Climax Molybdenum Company Coastal Oil Company Coats & Clark's Sales Corporation Colgate-Palmolive-Peet Company Columbian Carbon Company Combustion Engineering, Inc. Commercial Solvents Corporation Commonwealth Services, Inc. Congoleum-Nairn, Inc. Consolidated Cigar Corp. Continental Baking Company Continental Can Company, Inc. Continental Grain Company Corporate Advisors, Inc. Curtiss-Wright Corporation Daystrom, Inc. The Dime Savings Bank of Brooklyn Dow, Jones & Co., Inc. Ebasco Services Incorporated Thomas A. Edison, Inc. Joseph Dean Edwards El Paso Natural Gas Company Electrolux Corporation Esso Standard Oil Company Ethyl Corporation Federal Paper Board Co., Inc. The First National City Bank of New York The Firth Carpet Company Foster-Wheeler Corp Robert Gair Company, Inc. Geigy Chemical Corporation General Aniline & Film Corporation General Baking Company General Electric Company General Foods Corp. Gibbs & Hill, Inc. W. R. Grace & Company Great Lakes Carbon Corporation Guaranty Trust Company S. Gumpert Co., Inc. Hawley & Hoops Hess, Inc. Hewitt-Robins, Inc. Hudson Pulp & Paper Corp. Imperial Paper & Color Corp. Interchemical Corp. Johns-Manville Corp. Johnson & Johnson A. & M. Karagheusian, Inc. Kearfott Company, Inc. Kennecott Copper Corporation Knickerbocker Construction Co. H. Kohnstamm & Co., Inc. Lerner Stores Corp. Lever Brothers Co.

Lily-Tulip Cup Corp. Thomas J. Lipton, Inc. R. H. Macy & Co., Inc. McKesson & Robbins, Incorporated Manufacturers Trust Co. Merritt-Chapman & Scott Corp. Metal & Thermit Corp. Monsanto Chemical Company Philip Morris Incorporated Muzak Corporation National Biscuit Company National Container Corporation National Distillers Products Corporation National Starch Products, Inc. The Nestle Company J. J. Newberry Company New York City Housing Authority New York Herald-Tribune Olin Mathieson Chemical Corporation Otis Elevator Company Pan American World Airways, Inc. Panaminas Incorporated S. B. Penick & Co. Chas. Pfizer & Co., Inc. Pitney-Bowes, Inc. The Port of New York Authority Refined Syrups & Sugars, Inc. Reliance Manufacturing Company Republic Aviation Corporation Research Cottrell, Inc. Riegel Paper Corp. Seagram-Distillers Corp. Shell Oil Corp. Sperry Rand Corporation Sperry Gyroscope Co. Standard Oil Company (New Jersey) J. P. Stevens & Co., Inc. Sunshine Biscuit Company Sylvania Electric Products The Texas Company Tide Water Associated Oil Co. Union Bag-Camp Paper Corporation United Aircraft Corp. United Merchants & Manufacturers, Inc. United Parcel Service U. S. Industries, Inc. United States Plywood Corporation Universal Pictures Co., Inc. West Disinfecting Company Western Electric Company West Virginia Pulp & Paper Company Witco Chemical Company Worthington Corporation

NORTHERN CALIFORNIA

American Trust Company
Guy F. Atkinson Company
Avoset Company
Bank of America NT & SA
Bank of California, N.A.
Bechtel Corporation
California & Hawaiian Sugar Refining
Corp. Ltd.
California Packing Corporation
California Self-Insurers Association
California State Dental Association
Coast Service Company
Consolidated Chemical Industries, Inc.

The Crocker-Anglo National Bank

Crown Zellerbach Corp. Cutter Laboratories Department of Finance - State of California Dinwiddie Construction Company The Robert Dollar Company The Emporium Capwell Company Fibreboard Products, Inc. The First Western Bank & Trust Company Foremost Dairies, Inc. Honolulu Oil Corporation Kaiser Companies Kern County Land Co. Lando Products, Inc. Lenkurt Electric Company, Inc. Leslie Salt Company Long Stores Matson Navigation Company Mund, McLaurin & Company Pabco Products, Inc. Pacific Gas & Electric Company The Pacific Telephone & Telegraph Company Pacific Transport Lines, Inc. Rheem Manufacturing Company Roos Bros., Inc. Rosenberg Bros. & Co., Inc. Rudiger-Lang Company Safeway Stores, Inc. Sonora Products Company Southern Pacific Company Spreckels Sugar Company Standard Oil Company of California Swinerton & Walberg Company Tidewater Associated Oil Company Transocean Air Lines The Union Ice Company Union Lumber Company United Air Lines, Inc. University of California Utah Construction Company Wells Fargo Bank Wilbur-Ellis Company

OREGON

Columbia River Packers Association, Consolidated Freightways, Inc. Dant & Russell, Inc. The First National Bank of Portland Harbor Plywood Corporation HYster Company Industrial Air Products Co. Jantzen, Inc. Lipman Wolfe & Company Mail-Well Envelope Co. Fred Meyer Inc. Oregon Pulp & Paper Company Portland Gas & Coke Company Roberts Brothers The United States National Bank West Coast Lumbermen's Association White Stag Manufacturing Co. Willamette Iron & Steel Company

The Bank of California, N.A.

SOUTHERN CALIFORNIA

American Potash & Chemical Corp. Baker Oil Tools, Inc.

Liggett & Myers Tobacco Co.

Byron Jackson Company California Bank Carnation Company Consolidated Western Steel Division of U. S. Steel Corporation Douglas Aircraft Company, Inc. Emsco Manufacturing Company Farmers & Merchants National Bank The Flintkote Company (Pioneer Division) The Fluor Corporation, Ltd. Forest Lawn Company Garett & Company, Inc. Convair - A Division of General **Dynamics Corporation** Gladding, McBean & Company Graham Brothers, Inc. Griffith Company Hammond Lumber Company The Alfred Hart Distilleries, Inc. Hughes Aircraft Company Kaiser Steel Corporation Lane-Wells Company Lockheed Aircraft Corp. North American Aviation, Inc. Northrop Aircraft, Inc. The McCulloch Motors Corp. Marquardt Aircraft Co. The May Department Stores Co. Metropolitan Water District of Southern California Mission Appliance Corp. Pacific Airmotive Corporation Pacific Coast Borax Co. - Division of Borax Consolidated, Ltd. The Ramo-Woolridge Corporation Richfield Oil Corporation Security-First National Bank of Los Angeles Southern California Edison Company Southern California Gas Co. Superior Oil Company Title Insurance and Trust Company Turco Corporation Union Oil Company of California

VIRGINIA-CAROLINA

American Enka Corporation
Camp Manufacturing Company, Inc.
Farmers Cooperative Exchanges, Inc.
Larus & Brother Company, Inc.
David M. Lea & Co., Inc.
Miller & Rhoads, Inc.
Noland Company, Inc.
Overnite Transportation Company
RF & P Railroad Company
Reynolds Metals Company
Smith-Douglass Company
Southern States Cooperative
Virginia Electric & Power Company

NON-CHAPTER MEMBERS

Alabama

The Ingalls Iron Works Company, Inc. Stockham Valves & Fittings, Inc.

Arizona

Hughes Aircraft Company

Colorado

Colorado Fuel & Iron Corp.

Connecticut

Connecticut Light & Power Co.
The Kaman Aircraft Corporation
The United States Time Corporation

Delaware

Diamond Ice & Coal Company

Florid:

Florida Power & Light Company Ryder System, Inc.

Georgia

The Coca Cola Company
West Point Manufacturing Company

Illinois

Moorman Manufacturing Company Sundstrand Machine Tool Company

Indiana

Insurance Audit & Inspection Co. The Buhner Fertilizer Co., Inc. Magnavox Company

Iowa

The Rath Packing Company

Kansas

The Carey Salt Company

Kentucky

The Mengel Company

Maine

Central Maine Power Company

Massachusetts

Godfrey L. Cabot, Inc.
Simonds Saw & Steel Co.
American Optical Company
Massachusetts Mutual Life Insurance
Co.
Howard D. Johnson Company

Howard D. Johnson Company Betterley Associates Norton Company

Michigan

Hiram Walker & Sons, Inc. Gerber's Baby Foods The Dow Chemical Company

Missouri

Panhandle Eastern Pipe Line Co. Laclede Steel Company Standard Milling Company The Seven-Up Company Union Electric Company of Missouri

Nebrask

The Cudahy Packing Co.

New Mexico

Harold J. O'Neill

New York

Twin Coach Company Corning Glass Works New York State Electric & Gas Corp. Rochester Gas & Electric Corp. Columbus McKinnon Chain Corp. Will & Baumer Candle Company

Ohio

Firestone Tire & Rubber Company
The General Tire & Rubber Company
Diamond Alkali Company
The Parker Appliance Company
E. I. Evans & Company
Peoples Broadcasting Corporation
The Hoover Company
The Youngstown Sheet & Tube
Company

Oklahoma

Oklahoma Gas & Electric Company

Pennsylvania

Titan Metal Manufacturing Co.
Armstrong Cork Company
G. C. Murphy Company
Nazareth Cement Company
Aluminum Company of America
Dravo Corporation
Eastern Gas & Fuel Associates
Neville Chemical Company
Pittsburgh Coke & Chemical Company
Pittsburgh Consolidation Coal Company

Rhode Island

Gorham Manufacturing Company Grinnell Corporation Wanskuck Company

Tennessee

Hardwick Stove Company

Texas

The Western Company

Vermont

Central Vermont Public Service Corp.

Washington

Boeing Airplane Company Pacific American Fisheries, Inc. Weyerhaeuser Timber Company

West Virginia

Pennsylvania Glass Sand Corp.

Wisconsin

Fred Rueping Leather Company Chain Belt Company Harnischfeger Corporation The Kurth Malting Co. Nordberg Manufacturing Co. A. Geo. Schulz Company

ALASKA

Chugach Electric Association, Inc.

CANADA

Northern Electric Company, Ltd. Western Canada Breweries, Ltd. British Columbia Electric Railway Co., Ltd.

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Cincinnati Chapter Schedules Program for 1956 and 1957

SEPTEMBER 12, 1956

"The Insurance Manager's Job"

C. Henry Austin

Insurance Manager

Standard Oil Company (Indiana)

Chicago, Illinois

OCTOBER 3, 1956
"Making Your Insurance Dollar—and Agent—

Work for You"

Robert Walker

Regional Manager

Royal Liverpool Insurance Group

Cleveland, Ohio

NOVEMBER 7, 1956

"Mutual Company Services Available to the

Insurance Buyer'

Ambrose Kelly

General Counsel

Associated Factory Mutual Companies

Providence, Rhode Island

DECEMBER 12, 1956

Dinner Meeting

Guest Speaker

E. J. Goodenough

Branch Manager

The Mosler Safe Company

Hamilton, Ohio

JANUARY 9. 1957

'Proper Records Speed Loss Settlements"

A. L. Benjamin

Director of Insurance

Cincinnati Gas & Electric Company

Cincinnati, Ohio

FEBRUARY 6, 1957

"Factors to Consider When Setting Up

An Effective Employee Benefit Plan"

William T. Earls

Pension & Group Consultants, Inc.

Cincinnati, Ohio

MARCH 6, 1957

"Consequential Loss Exposures"

James C. O'Connor

Executive Editor

The National Underwriter Company

Cincinnati, Ohio

APRIL 3, 1957

"Pre-engineering for Lower Rates and

Fewer Losses"

Reuben J. Beaman, Jr.

Industrial Hygiene Engineer

The Procter & Gamble Company

Cincinnati, Ohio

"Hindsight, Insight, and Foresight

in Evaluating an Exposure"

Panel Discussion by

Cincinnati Area Insurance Managers

S. B. Adamson

L. M. Clore

C. H. Thiele

JUNE 5, 1957

"Album of Public Safety"—a film

Norman H. Davis, Jr.

Executive Engineer

Underwriters Laboratories, Inc.

Chicago, Illinois

Annual meeting for election of Officers and three

Minnesota Chapter Announces 1956-1957 Program

SEPTEMBER 25, 1956

Factory Insurance Association

Showing of film on G. M. Livonia fire.

Speaker: Mr. Sig Kaye, F.I.A.

OCTOBER 23, 1956

Renewal Negotiations—Broker's Approach

How to use a broker effectively.

Speaker: Mr. A. C. Fellows, Johnson & Higgins, Inc.

NOVEMBER 27, 1956

Extra Expense & Business Interruption Insurances

What form to use and how to use both.

Speaker: Mr. Frank Howard, Assoc. Reciprocals

Exchange.

DECEMBER 18, 1956

Workshop Meeting-Problem Clinic

Current coverage problems and suggested

Speaker: Members of the Chapter.

JANUARY 22, 1957

Renewal Negotiations—Underwriter's Approach

Appraisal and treatment of insurance risks.

Speaker: Mr. John Parish—St. Paul Fire & Marine.

FEBRUARY 26, 1957

Annual Meeting-Buyers, Brokers & Agents

Each member is requested to bring a guest (s).

Speaker: Roy Dunlap—Pioneer Dispatch

Columnist

Workshop Meeting-Different Insuring Methods

Discussion of the many new methods being

Speaker: Members of the Chapter.

APRIL 23, 1957

Pension & Retirement Plans

A discussion of split funding.

Speaker: Mr. John Taylor-Bankers Life

Company.

MAY 28, 1957

Auto Fleet Rating Plans

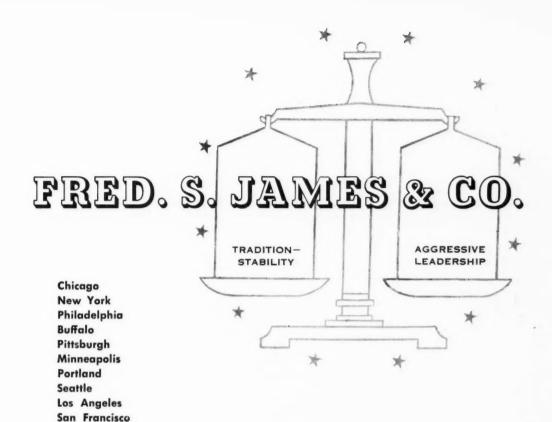
A review of the many and varied types

Speaker: J. H. Jamieson-Anchor Casualty

Company.

Annual Golf Party-Le Seuer, Minnesota

The highlight of the season.



London

- ... A fully equipped national organization with highest quality analysis, marketing, underwriting, and hazard control services.
- ... Small enough to guarantee direct personal attention from the most experienced working executives and technicians.
- ... You can know the whole team at

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XL

Fifth Annual Meeting of American Society of Insurance Management, Inc. At Chicago

Frazier S. Wilson, president of the American Society of Insurance Management, Inc., will preside at the fifth annual meeting of ASIM, to be held at 6 P.M., November 13th, at the Chicago Athletic Association.

The meeting, which is for ASIM members only will be devoted to a review of the Society's activities, program, and finances during 1955-1956. Immediately following this portion of the program, there will be an election of Directors.

On November 14th, at luncheon at the Chicago Athletic Association, the newly elected Directors will meet to elect officers for 1956-1957 and transact any other business which may be presented.

As we go to press, reservations are coming in from all over the country and a record attendance is expected at this fifth annual meeting of ASIM.

The National Insurance Buyer will cover the entire meeting in its January 1957 issue.

Maryland Chapter Has Panel Discussion for its October Meeting

B. L. Beninghove, Assistant Insurance Manager for Maryland Shipbuilding & Drydock Company — Hodges B. Childs, Insurance Manager of Crown Cork & Seal Company — and, J. Donald Prince, Insurance Manager of The Hecht Company — were panel members on a discussion of specific areas in Workmen's Compensation Insurance at the October meeting of Maryland Chapter.

April 25th 1957

Program of Meetings for

New York Chapter - ASIM — 1956-1957

September 20th Open Meeting

1956 Speaker: George A. Connor, V.P., Fidelity & Deposit

Co. of Maryland, Baltimore, Md.

Subject: "Yard Stick for Dishonesty Exposure"

(See page 14 — National Insurance Buyer —

November)

October 25th Open Meeting

1956 Speaker: W. J. Satterfield, Jr., Chief, Insurance Sec-

tion, U. S. Atomic Energy Commission,

Washington, D. C.

Subject: "Atomic Hazards"

November 29th Closed Meeting

1956 Speaker: David V. Palmer, V.P., Lumley, Dennant &

Co., Inc., New York City

Subject: "Lloyds of London"

December 20th Open Meeting

1956 Speaker: C. B. Stauffacher, V.P., Continental Can Co.,

New York

Subject: "The Value of the Insurance Department to

a Corporation"

January 24th Closed Meeting

1957 Speaker: Paul N. Seghers, Seghers & Reinhart, Attor-

neys at Law, New York, N. Y.

Subject: "Taxes and Insurance"

February 28th Open Meeting

1957 Speaker: Orieon M. Spade, Actuarial Service Corpora-

tion

Subject: "Chronological Stabilization Insurance"

March 28th Open Meeting

1957 Speaker: William N. Seery, V.P., The Travelers, Hart-

ford, Conn.

Subject: "Latest Developments in Fringe Benefits"

April 25th Open Meeting

1957 Speaker: To Be Announced

Subject: "Effect of Annual Wage Contracts on U & O

Insurance"

May 23rd Open Meeting

1957 Speaker: Hon. Robert B. Taylor, Insurance Commis-

sioner State of Oregon, President of National

Association of Insurance Commissioners

June 27th Closed — Annual Meeting

1957

LOYALTY GROUP

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

JUNE 30, 1955

ASSETS		LIABILITIES	
Cash	3,807,806.80	Reserve for Losses	\$ 16,918,000.49
Mortgage Loans on Real Estate	953,829.49	Reserve for Loss Expenses	1,516,210.00
Bonds and Stocks	155,874,898.18	Reserve to Unearned Premiums	53,802,706.05
Interest due and accrued	167,388.93	Reserve for Taxes and Expenses	2,043,389.98
Agents and Departmental Balances	4,752,931.47	Funds held under Reinsurance Treaties	
Real Estate	3,086,000.C0	All other Liabilities	830,582.01
Equity in Marine and Foreign Insurance Pools	8,922,570.24	Capital	15,000,000.00
All other Assets	1,447,167.79	Net Surplus	80,878,547.56
Total admitted Assets \$1	79,012,592.90	Total\$1	79,012,592.90

SURPLUS TO POLICYHOLDERS \$95,878,547.56

Securities carried at \$3,290,509 in the above statement are deposited as required by law.

GIRARD INSURANCE COMPANY OF PHILADELPHIA, PA.

JUNE 30, 1955

ASSETS		LIABILITIES	
Cash 5	324,812 04	Reserve for Losses\$	1.767.552.29
Mortgage Loans on Real Estate	1,587.22	Reserve for Loss Expenses	158,410.00
Bonds and Stocks	13,682,617 35	Reserve for Unearned Premiums	5.990,152.03
Interest due and accrued	37,449 56	Reserve for Taxes and Expenses	218,210.00
Agents and Departmental Balances	549,481.52	All other Liabilities	16,647,11
Real Estate	150,000.00	Capital	1,000,000.00
All other Assets	223,026 88	Net Surplus	5,818,003.14
Total admitted AssetsS	4,968,974.57	Total\$	4,968,974.57

SURPLUS TO POLICYHOLDERS \$6.818.003.14

Securities carried at \$795.921 in the above statement are deposited as required by law.

MILWAUKEE INSURANCE COMPANY OF MILWAUKEE, WIS.

JUNE 30, 1955

ASSETS		TIABILITIES	
Cash \$	414,063.82	Reserve for Losses	\$ 4,797,641.93
Mortgage Loans on Real Estate	341,125.62	Reserve for Loss Expenses	429,970.00
Bonds and Stocks	37.241,875.34	Reserve for Unearned Premiums	15,257,483.80
Interest due and accrued	64,825.93	Reserve for Taxes and Expenses	593.570.00
Agents and Departmental		All other Liabilities	61,930 64
Balances	3,076,329.33	Capital	3,000,000.00
All other Assets	169,171.28	Net Surplus	17,166,794.95
Total admitted Assets \$4	11,307,391.32	Total	41,307,391.32
cupping.	TO DOLLEY	20 207 247 207 207	

SURPLUS TO POLICYHOLDERS \$20,166,794.95 Securities carried at \$2,754,310 in the above statement are deposited as required by law.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK

JUNE 30, 1955 ASSETS LIABILITIES Reserve for Losses______\$ 18,266,637.50 ___\$ 1,192,957.75
 Mortgage Loans on Real Estate
 52,688.63

 Bonds and Stocks
 46,831,032.27

 Interest due and accrued
 129,074.23

Reserve for Unearnea remnum
Reserve for Tases and Expenses
1,428,988,73
Funds held under Reinsurance
Treolies
263,540,22
All other Liabilities
113,860,34
Capital
2,000,000.00
Net Surplus
14,207,271.84 Agents and Departmental
Balances 4,448,971.92 Bolances
Equity in Marine and Foreign
Insurance Pools 131,211.80 191,657.78 Total admitted Assets \$52,977,574,38 Total

120 So. LaSalle St., Chicago 3, Illinois

Southwestern Department

912 Commerce St., Dallas 22, Texas

SURPLUS TO POLICYHOLDERS \$16,207,271,84

Securities carried at \$4,440,750 in the above statement are deposited as required by law.

NATIONAL-BEN FRANKLIN INSURANCE COMPANY OF PITTSBURGH, PA.

JUNE 30, 1955

ASSETS		LIABILITIES	
Cash	\$ 680,023.96	Reserve for Losses	\$ 1,767,552.29
Bonds and Stocks	13.043,157.07	Reserve for Loss Expenses	158,410.00
Interest due and accrued	30,204.44	Reserve for Unearned Premiums	5,621,178.24
Agents and Departments		Reserve for Taxes and Expenses	217,010.00
Balances	1,949,089.76	All other Liabilities	143,355.35
Real Estate	66,000.00	Capital	1,000,000.00
All other Assets	73,741.45	Net Surplus	6,934,710.80
Total admitted Assets	\$15,842,216.68	TotalS	15,842,216.68

SURPLUS TO POLICYHOLDERS \$7,934,710.80

Securities carried at \$1,822,477 in the above statement are deposited as required by law.

ROYAL GENERAL INSURANCE COMPANY OF CANADA

JUNE 30, 1955

ASSETS		LIABILITIES	
Cash		Reserve for Taxes and	
Bonds and Stocks	404,720.00	Capital	100,000.00
Interest Due and Accrued	2,904.58	Net Surplus	350,415.93
Agents and Departmental Balances	30,604.61		
Total admitted Assets	54,279.25	Tetal	\$454,279.25

SURPLUS TO POLICYHOLDERS \$450,415.93

Securities carried at \$55,802 in the above statement are deposited as required by law.

COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J. JUNE 30, 1955

ASSETS _\$ 1,029,385.81 Mortgage Loans on Real Estate 447,012.98
Bands and Stocks 55,260,072.59
Interest due and occrued 124,846.78 4,616,631.15

Agents and Departmental Balances Equity in Marine and Foreign Insurance Pools 131,211.80 All other Assets 342.316.04 Total admitted Assets \$61,951,477.15

LIABILITIES \$ 22,479,011.00 Reserve for Loss Expenses_____ 2,240,947.00 Reserve for Unearned Premiums 17,323,404.31 Reserve for Taxes and Expenses 1,245,916.41 Funds held under Reinsurance Treaties 704,439.64 Treaties 704,439.64
All other Liabilities 181.720.92
Capital 2,000,000.00
Net Surplus 15,776,037.87 Total ___ \$61,951,477,15

SURPLUS TO POLICYHOLDERS \$17,776,037.87

Securities carried at \$1,692,141 in the above statement are deposited as required by law.

HOME OFFICE

\$52,977,574.38

10 PARK PLACE, NEWARK 1, NEW JERSEY

Foreign Department 102 Maiden Lane, New York 5, New York

Pacific Department 220 Bush St., San Francisco 6, Calif.

Canadian Departments 800 Bay St., Toronto 2, Ontario 535 Homer St., Vancouver 3, B. C.

X

Contractual Liability

(From page 10)

ment and maintenance "in revenue operation." This meant the actual time when trains would be operated for the carrying of public passengers for operating revenue. This required the constructors of the subway and the installers of equipment to assume, limited to the period of guarantee, the liability of the City, as a common carrier while carrying passengers for hire, even though the City, or its emplovees or agents, may contribute the whole or major part of a condition or occurrence which creates a liability for the City).

It is not difficult to visualize the wild scramble that ensues whenever the Buyer passes on to the Seller a drastic "hold harmless" obligation, with the general contractor attempting to impose the assumed liabilities upon the sub-contractor, and the sub-contractor upon any sub-sub-contractor. Each insurance carrier from the general contractor down through all the sub-contractors wrestles with the possibilities of loss, upon whom these should be imposed, and how much premium is required.

Is "Hold Harmless" a Vicious Circle?

Many contend that the race between Buyer and Seller to cover all possible uncertainties and contingencies and to shift advantages and disadvantages may, if we are not careful, be won by the dark horse, confusion. Clauses in quotations, counterclauses in orders or contracts and repudiating or conflicting clauses in the acknowledgment, leave many transactions so extremely involved that they complicate and endanger the various parties' insurance protection.

Some want to cut out the jockeying for preferred position through contract clauses; let everyone accept his own responsibilities. Others claim the attempts to cover exceptional situations are what cause the unfairness and confusion; the next fellow makes the *exceptional terms* his "standard," and 'round it goes.

It has been stated that a continuation of the practice of imposing "hold harmless" agreements on Sellers will undoubtedly induce an extension of the practice and will result in the imposition of similar agreements on Buyers by *their* customers. A vicious circle will be produced, the result of which is only to add unnecessary burdens on business organizations and will involve additional and unnecessary increases in insurance costs. Ultimately, this expense will be added to the price of products, and the vicious circle is joined.

On the other hand, the wide acceptance of the use of "Hold Harmless" clauses would indicate that they must have some merits and advantages. We will attempt to submit the basic philosophy of opposing viewpoints compiled from insurance, purchasing, management and trade associations in the development of two schools of thought:

- 1. "Hold Harmless" is a vicious circle, neither justifiable or necessary; and, therefore, all such clauses should be eradicated from use in all contracts.
- 2. "Hold Harmless" is not a vicious circle when used under circumstances which are an absolute necessity or a necessary expedient.

The Case Against "Hold Harmless" —A Vicious Circle

No financial responsibility guaranteed.

The Seller's guarantee is worthless unless the Seller has the financial means to see it through. Many Sellers are entirely uninsured for such contractual risks and are, therefore, unable to pay. Those who are able to pay (whether through insurance or from their own funds) will withhold settlement until their liability is established by litigation.

2. Delay in the determination of liability and time of final settlement destroys its value.

In order to recover any loss from the Seller, the Buyer must be in a position to prove the exact amount to which he is entitled. Where the Buyer's claim is based on loss incurred as a result of bodily injuries to an employee or a third party, he cannot determine the full extent of his loss until an official award is made to the injured person. If the

latter is an employee, he or his dependents are presumably entitled to workmen's compensation, in which case the aggregate compensation eventually paid will depend upon the degree of disability and the length of time indemnity continues, which may be many years. Also, the injured employee or his dependents may start a common law action for both separate and larger damages than workmen's compensation. If the injured person is not an employee, he too will sue for damages. In either case, the amount of damages, unless agreed on by compromise, cannot be fixed until final judgment is entered in the proper court, and this may not be closed for several years.

In brief, by the time the Buyer is in a position to prove how much the Seller is liable for, the Seller may be out of business, or the claim against him may be outlawed.

3. Invalidity of "Hold Harmless" Clauses

There is considerable doubt respecting the validity of "hold harmless" clauses that place the Seller in the position of an insurer in violation of both the insurance laws and corportion laws of practically every state in the Union. Should courts of proper authority declare such clauses void from the beginning on these grounds, the Buyers would be the victims of their own invention, unless they maintained the proper forms of insurance for their own protection intead of depending entirely on the "hold harmless" clause executed by the Seller.

Some supporting legal cases which have nullified these exculpatory clauses and pre-loss releases are briefly digested below:

(a) Seller agreed to indemnify Buyer "from and against any and all loss, damage, injury, liability and claims therefore — howsoever caused, resulting directly or indirectly from the performance of this agreement—."

Seller's employee was injured by negligence of Buyer and the employee recovered judgment from Buyer. Buyer's liability carrier paid judgment, and then, based on its rights of subrogation sued Seller for reimbursement under above

(More on page 38)



Whether it's a Comp case or a Group Case...

give him the benefit of 43 years of claim service experience

Have you ever considered the advantages of having your company's Workmen's Comp and Group written by the same carrier?

Both you and your employees stand to benefit through "one-carrier" coverage by Hartford. For this virtually insures more inclusive protection . . . efficient service . . . prompt payment of claims.

Forty-three years ago—in 1913—the Hartford Accident and Indemnity Company began building its country-wide network of claim service offices which now totals nearly 200.

All the wealth of knowledge our company and our staffs have gained

in 43 years of handling Workmen's Compensation is available to you on Group Insurance coverages as well.

And Hartford's "one-carrier" coverage is particularly valuable when cases come up that are hard to fit into a definite Workmen's Comp or Group category — borderline cases.

When you have both of your coverages with the Hartford, settlement of claims is smooth and uncomplicated.

You should certainly look into what Hartford Accident and Indemnity "one-carrier" coverage has to offer. It will pay you to do it soon.

Year in and year out
you'll do well with the

Hartford

Hartford Fire Insurance Company Group

Hartford Fire Insurance Company Hartford Accident and Indemnity Company Hartford Live Stock Insurance Company Citizens Insurance Company of New Jersey... Hurtford 15, Connecticut

New York Underwriters Insurance Company... New York 38, New York

Northwestern Fire & Marine Insurance Company

Twin City Fire Insurance Company . . .

Minneapolis 2. Minnesota

The Insurance Picture

(From page 8)

could only be made to work.

About three years ago we published a book called, "Insurance and Related Operations of the Federal Government." There were eleven of these programs. We found it necessary to use the term "related operations" because so many of them which are called "insurance" do not conform to any definition of that term which you or I could accept as correct.

The include: (1) National Service Life Insurance and allied programs; (2) marine and aviation war-risk insurance; (3) old-age and survivors insurance: (4) railroad retirement; (5) Civil Service retirement; (6) unemployment compensation; (7) federal employees compensation; (8) federal crop insurance; (9) the loss-spreading operations of the Commodity Credit Corporation: (10) insurance of banks and other depositories: and (11) insurance of loans and mortgages.

While they may conform to a broad definition of insurance such as "the spreading of the losses of the few over the many," still their operations differ widely from the private insurance principles of selective underwriting, collection of premiums which are commensurate with the amount of individual risk, and reserves calculated to enable the fund to pay out under all circumstances without outside aid.

Some of these plans still have not been tested by time and periods of adversity. The old-age and survivors insurance plan, like the old assessment plans of the fraternal societies, conceals the real cost of insurance in an aging population. The plan of some \$300 billions short of having the legal reserves which would be required of a private life insurance company. It will be many years before the plan will reach maturity. Only then will the taxpayers of that time determine whether they will continue to pay pensions to millions of old people who didn't pay their equitable share of the cost.

Likewise, government guaran-

tees of banks, savings and loan associations and home mortgages have not been tested by any important period of economic contraction or liquidation. There is a prevalent theory that such a condition cannot recur. I hope it will not. But, all I am saying is that our systems of so-called government insurance of banks, savings and loan associations and of home mortgages have not yet been tested as our private insurance companies have been tested.

Federal Flood Insurance

To the foregoing list of government insurance plans must now be added the latest experiment—Federal Flood Insurance.

Like so many of the other programs this one was more of a political move than one aimed to render a needed and practicable service on a sound basis. The measure was introduced following the heavy floods in New England in 1955.

Hearings were held in the Banking and Currency Committees of the Senate and the House. Both the Chamber and the property insurance companies opposed the proposal. The House Committee had concluded informally that it would do nothing about the bill, that it was not feasible. Had it not been for the persistent efforts of Senator Lehman of New York, it is likely that the Senate Committee would have dropped the matter also.

But Senator Lehman became a sort of champion for the idea of flood insurance, if not for a complete coverage against disasters of all kinds. As chairman of a subcommittee, he held hearings in various parts of the country where flood damage had been particularly heavy. As a result, the Senate Banking Committee, and later the Senate, passed his bill but limited it to coverage mainly of flood or other water damage. This action put the House Banking Committee on the spot. With general indifference, except from the insurance industry and the Chamber, the bill was finally passed and signed by the President.

Now that the measure is a law,

the Housing and Home Finance Agency, has called in private insurance companies and their sales organizations and asked their help. They, in turn, have given assurance from the beginning that, if invited, they will cooperate to the utmost.

Indications are that some such pattern will be set up as in the case of the War Damage Corporation of World War II. You will recall that in that case the Corporation contracted with the private insurance companies as its agents. It allowed each of them to print its policies as they did their own and to sell them through their sales force, to collect the premiums and bank them for the account of the corporation. It allowed sales commissions and also specified percentages for company administration.

Many of you will recall that, in the case of the War Damage Corporation, the risk of enemy bombing seemed a real possibility to property owners not only on both coasts but also inland. Mortgage lenders, almost universally, required the owners to purchase the coverage. That made it virtually compulsory on some millions of properties. Great corporations, universities, owners of city skyscrapers, all bought it. Premiums collected during the first year totaled some \$250 millions. With no losses, it was deemed expedient to waive any premium for the second year's protection. Fortunately, the war ended before the loss-paying potential was tested.

In the debate over the flood insurance bill, the War Damage Corporation was cited as a successful and comparable venture.

There is a vast amount of data available in such offices as the Army Engineers and the Coast and Geodetic Survey as to the heights attained by floods and the amounts of damage done in practically all of the important river basins of the country. It will be a great undertaking to assemble this data and to try to translate it into terms which are usable, to establish a system of rate classifications or a

(More on page 35)

The Insurance Picture

(From page 34)

rating schedule, and then to assign values so as to produce premiums for specific properties.

But, even after all of the figures and the engineers' maps have been studied, the system, if it is to function at all, must come up with a very simple rate schedule. The law requires rates to meet two tests, first, they must be low enough to be salable to property owners over a wide area. Second, they should be high enough to cover the estimated loss cost or at least 60 percent of it, for the law provides that the government will pay 40 percent, plus the entire administrative expense.

You men know very well that under a voluntary system of insurance, rates must be closely related to the hazard for each individual risk. If not, you get an adverse selection. Those risks where the hazard is low, won't buy it while the high-hazard risks will flock in. The fund will be loaded with bad risks at low rates.

You also know how long it takes, even in an old established business like fire insurance, to launch a new company, to assemble a home office staff, to attract agencies, then put enough good business on the books to make the company into a going concern. It's a matter of years at best.

But here we have a government agency which has been handed the task of going into an untried kind of underwriting. Some of the best minds in the property insurance field told Congress it couldn't be written successfully on a voluntary basis. There are no trained men to hire away from another company. There is no underwriting experience, no policies, or forms of any kind and no body of legal decisions to serve as a guide in making loss adjustments.

State fire insurance rating organizations may be used to compile the available flood information, establish a system of rate classifications, possibly a simple rating schedule for the larger properties.

The law merely authorizes the government to go into the flood insurance business, but up to now, nobody has shown how it can be done successfully. No one has any experience.

Ordinary prudence would seem to indicate the wisdom of starting in perhaps three or four limited areas to try out the sale of policies. The first floods will bring experience. They will show some of the loss adjustment problems, and will indicate the next steps to be taken, if any. If heavy losses of taxpayers' money are to be avoided experimentation should proceed at a slow pace with careful selection of un-

derwriting areas and of risks.

Federal Crop Insurance

The Federal Crop Insurance Corporation, starting in 1938 insuring a single crop, early expanded into all-risk insurance of wheat, cotton, flax, corn, tobacco and beans in 2,500 counties. Its rates were produced by conjecture and without due regard for underwriting principles. By 1946—in eight years—it had suffered underwriting losses of \$73,000,000 out of its \$100,000,000 capital.

These results brought congressional action. The law was amended to cut back the Corporation's underwriting authority. It's territory was drastically curtailed, and experienced underwriting personnel from private insurance was brought into the management.

The losses on the crop insurance experiment, including administrative expenses, have cost the tax-payers nearly \$200,000,000.

Other Federal Insurance Problems

Now let me just briefly comment on several insurance developments in Washington during the last session of Congress which you will hear more about in the year ahead.

The progress of the Federal Trade Commission's proceedings against a number of insurance companies alleging false and mislead-

(More on page 36)

R. C. RATHBONE & SON

Incorporated

ESTABLISHED 1853

INSURANCE BROKERS

120 WALL STREET, NEW YORK 5, NEW YORK REPRESENTED IN PRINCIPAL CITIES

TELEPHONE: HAnover 2-7150
CABLE ADDRESS: RATHSON

103rd Year Of Placing Insurance For Many Leading Enterprises

XI

The Insurance Picture

(From page 35)

ing advertising is being watched with great interest by every segment of the insurance industry. Sure, advertising copy should always be accurate and violators should be penalized. But the important issue in this case, as you well know, is the extent of authority conferred by Congress on the Federal Trade Commission under Public Law 15. That authority is being contested in varying ways by different companies.

The major interest arises out of a novel and startling doctrine advanced by a 3 to 2 decision by the Commission in the American Hospital and Life Insurance Company case. It held that those aspects of insurance which are exclusively in interstate commerce cannot be "regulated by state law" since that is the constitutional province of the federal government.

Commissioner Lowell Mason supplemented his dissenting opinion adding: "In my opinion, if the rationale on which the majority bases its decision in this case stands, it must of necessity follow that the federal government has almost unlimited control over the management of the insurance business."

It has been a foregone conclusion ever since the passage of Public Law 15 that some day the Supreme Court must rule on the meaning of the phrase "regulated by state law." That issue apparently is on its way to be tested in this case.

The attempt of the Department of Labor to put out a "model" workmen's compensation bill was perhaps indicative of a gathering pressure to expand the concept of an employer's responsibility to his employees to include non-occupational as well as occupational hazards and also to push up the level of benefits. The Senate Appropriations Committee took note of the strong opposition from the National Chamber and others, deleted the new appropriation for this project and suggested that it be dropped.

The increase of benefits under the Longshoremen's Compensation Act was substantial and it seems probable will have an important effect in setting a pattern for state legislation.

A proposal to provide federal indemnity for builders and operators of commercial atomic power facilities against liabilities in excess of available insurance protection, filed to pass in the final rush of the session. This issue will certainly be revived next year and it seems probable that such federal indemnity will be authorized.

A proposed government self-insurance fund was killed. It would have handled insurable losses on properties held by the Federal Housing Commissioner after foreclosure. The proposal would have transferred to the federal government, insurance which has been handled by private companies and agents for more than 18 years.

The need for some regulation of union welfare funds has brought us close to federal regulation of the handling of the billions of dollars going annually into pension funds.

These are a few of the specific insurance issues dealt with by the last Congress. There is an increasing insurance consciousness in Washington both in Congress and in the federal departments and agencies.

These are some of the symptoms which should warn us all to be constantly on the alert. We need to watch the flow of these proposals and be prepared to make our views heard and felt by our lawmakers.

How the U. S. Chamber of Commerce Serves

Now, if you will bear with me for just a couple of minutes more, I'd like to mention very briefly the way the Chamber and its Insurance Department in particular, is serving your interests in its work of educating the public, members of Congress and the executive branch of government.

Take a single example—the fight against socialized medicine. It became apparent some years ago that a positive approach was necessary to supplement our opposition to bills in Congress. The Chamber's contention was that private voluntary insurance could do the job. Government compulsion was un-

necessary. We initiated several steps.

We commenced an annual survey of the extent to which voluntary insurance was already providing health and accident coverage under individual policies. The group insurance figures were already available. The total figures gave a satisfactory story. They looked good. Each year, as they were published, they showed more and more persons protected.

Next we published a 175-page book called "A Look at Modern Health Insurance." Each chapter was written by a national authority on his phase of the business. It told the full story of the voluntary health and accident insurance machinery and how it serves the public need. It is a persuasive story.

The preparation of the book uncovered the fact that an interesting experiment was being made in the writing of what has since become known as "major medical expense insurance." The coverage was written by the Liberty Mutual on a select group of General Electric executives. The Chamber published the story giving details of the coverage and its underwriting results.

The pamphlet was widely distributed within and outside the insurance industry. It set the underwriters to thinking and gave them some important guidance. Other companies commenced experimenting. Today major medical is no longer an experiment. Recently the Chamber has published a new pamphlet describing the latest developments in major medical, again authored by the best authorities in the business.

It is now common knowledge that more than 110 million persons have some voluntary health insurance protection, that the number is increasing rapidly and that the insurers are improving their coverages as fast as they gain experience. The demand for a system of national compulsory health insurance has largely disappeared.

I mention these few facts as an example of a success story in public education in which the Chamber

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The Insurance Picture

(From page 36)

and the insurance industry have had a part.

Again following the positive approach idea, the Chamber has started a long-range program to turn people's thinking more toward planning for their own retirement and thinking less about getting increased government social security.

The first step was to bring out a booklet written for distribution to all employed persons, entitled, "Look Forward to Your Retirement." Already more than 200,000 copies have been placed in eager hands. It has shown clearly that, given some encouragement and freedom to act, most people would rather do their own planning than to lean on government.

The Chamber publishes each year an analysis of state workmen's compensation laws that is used in every state and in Canada. It serves as a guide and educational document in considering new legislation as well as in the administration of present laws.

In the work of public education on subjects affecting our economic and social system, one thing stands out in my thinking. The great majority of people understand and value their heritage of individual freedom. They want to keep and protect it. They welcome any information which points out a mistaken trend or a wrong step and indicates the right way, and they are quick to respond by making their views known.

Public opinion, thank heaven, is still in control in our legislative process. The work of studying the issues and the trends and making public the facts is an important and a rewarding one. It cautions us all to be alert and to be vocal. If we will do those simple things we will retain our heritage of basic freedoms and our free way of life for ourselves and for our children.

The best counsel I can give is the advice a friend wrote to a young man who had just been promoted: "Keep on doing what it took to get started."

—John L. McCaffrey, International Harvester

A Lawyer or a Mechanic?

You don't have any problem deciding which one you need when your motor's skipping. And it's just as simple when it comes to selecting a company to handle the fire boiler, and machinery insurance of your industrial plant. You want successful specialists in these fields, and in this case you can rely on our two mutual companies — which have a combined total of over two hundred years' experience. Among the features which cause a constantly expanding list of insureds to place their confidence in us are:

- Our continuous program of laboratory research and field investigation.
- Our regular inspections by a corps of highly qualified engineers.
- Our speedy and efficient service made possible by district and branch offices in 30 major cities of the United States and Canada.

BOSTON MANUFACTURERS MUTUAL

and

MUTUAL BOILER AND MACHINERY

Insurance Companies

Marshall B. Dalton, President

225 Wyman Street

Waltham 54, Massachusetts

Χl

Contractual Liability

(From page 32)

quoted agreement. The trial court denied recovery on the grounds that even though the "hold harmless" agreement included any claim "howsoever caused," such language did not include a claim caused by the negligence of the Buyer. Said the Court:

"The provisions of a contract relieving one of the parties thereto from liability for his or its own negligence should be clear and explicit. While it is true that the language used in the quoted provision of the contract before us, that the agent shall hold the company 'harmless from all claims, suits, and liabilities of every character whatsoever and howsoever arising from the existence or use of the equipment at said station,' is broad and comprehensive, it is, as stated by the court below, provocative of some doubt. The defendant itself wrote the provision into the contract for its own benefits. It could have plainly stated, if such was the understanding of the parties, that the plaintiff agreed to relieve it in the matter from all liability for its own negligence. As it did not do so, we resolve all doubt, as we should, in favor of the plaintiff, and hold that it was not the intent of the parties to give to the contract as written the effect claimed by the company."

(Pacific Indemnity Co. v. Calif. Electric Works, 29 CA2 260, 84 P2 313)

(b) The District Court of Appeal held that a release "for any damage sustained in the use of said merchandise and/or equipment" did not serve to release the licensor (supplier) from liability for injuries received by the licensee while using the equipment, which injuries resulted from the negligence of the licensor. In so holding, the court said:

"Except where discountenanced by public policy or some statutory inhibition, a party may contract to absolve himself from liability for negligence; the law, however, looks with disfavor on such attempts to avoid liability or secure exemption from one's personal negligence; and construes such proceedings strictly against the person relying on them, especially when he is the author of the document; to be sufficient as an exculpatory provision against one's own negligence, the party seeking to rely thereon must select words or terms clearly and explicitly expressing that this was the intent of the parties; and that seemingly broad language will not be isolated from its context and will be read with due regard to the maxim of strict construction."

Sproul v. Cuddy, 131 ACA 124, 280 P2 158)

(c) Section 1688 of the California Civil Code provides:

"All contracts which have for their object, directly or indirectly, to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

(d) In the case of Finnegan v. Royal Realty Co., 35 C2 409, 218 P2/17, the California Supreme Court held that a landlord could not delegate to a tenant or anyone else the duties imposed upon him by the building code with respect to safety requirements in the construction of a building.

(e) Some states have legislated against the use of "hold harmless" agreements as illegal in leases or other agreements relating to real property, holding that indemnification is deemed to be against public policy and void.

In vew of the fact that courts themselves overrule or modify previous decisions and announce new rules, it is not infrequent that language which seems quite clear to a layman has an entirely different meaning to a court. Buyers should remember they are Sellers too. If they persist in extracting a "hold harmless" clause agreement from every concern from which they purchase anything, they are merely educating Sellers to adopt the same tactics when they are in the market as Buyers; and in due course, all concerns will be presumed to be acting as insurers under an assortment of "hold harmless" clauses

that are as bewildering as they are unreasonable.

4. Insurance vs."Hold Harmless"

If both Buyers and Sellers will simply agree to each assume full responsibilities for their own obligations according to law, and to each rely on their own insurance protection, the necessity for any sort of "hold harmless" clause (except possibly one covering patent infringement) will instantly cease.

It is recognized that Buyers have a perfect right to, and should, require Sellers to maintain adequate insurance, and to furnish satisfactory evidence that such coverage is in force in responsible companies. This precaution must be taken because if the Seller is not properly insured, the Buyer may possibly inherit losses for which the former would normally be liable under the law.

Reasoning from the standpoint that each business should assume its own responsibilities under the law with respect to liability claims, and that proper and adequate protection is available through the purchase of workmen's compensation and public liability insurance policies, it is clear that no real need exists for "hold harmless" agreements.

5. "Hold Harmless" Pyramids Cost

A shifting of any portion of liabilities to Sellers does not reduce premiums Buyers are required to pay under their policies, but forces Sellers to buy additional insurance and results in an unnecessary and burdensome duplication of insurance protection. "Hold Harmless" clauses are a medium of pyramiding the aggregate cost of insurance to protect all parties against the same exposures or hazards.

Summary

It is submitted that the practice of incorporating "hold harmless" clauses in contracts is causing great confusion, and also needless expense, without accomplishing the real purpose that it was intended to accomplish. In other words, such agreements do not afford Buyers the protection that they need; in

(More on page 40)

The Insurance Manager's Job (From page 20)

of insurance coverage to his management in understandable lay language.

Until such time as we can conclusively prove to management that our approach to the risk problems of our company has included all of the steps I have mentioned; until each study we make is adequately supported by sound engineering, actuarial and underwriting approach; until we depend upon our own skills rather than those of the insurance companies or the insurance brokers; until we actually operate as risk managers and not as insurance purchasing agents -we will not deserve the title of Risk Manager, nor will we truly merit recognition as professional

As Dr. Wayne Snider, Professor of Insurance at Illinois Wesleyan University, a Huebner Fellow at the Wharton School of Business of the University of Pennsylvania, and an honorary member of ASIM,

told a group of us in Chicago, changing the name of our organization from The National Insurance Buyers Association to The American Society of Insurance Managers is commendable in its purpose, but it is naive to believe that this is more than a small step in achieving professional recognition. A profession must be established by the acclamation of the public (or our management) rather than by the proclamation of its members.

We all recognize that one man, to personally accomplish all of the steps I have outlined as the approach to a risk, would constitute a one-man baseball team. The manager should, if the size and geographic spread of his company justifies it, have an intergrated department, composed of qualified insurance technicians.

If his budget is not sufficient to permit him to hire professionally trained and recognized assistants, he should seek the services of consultants who have earned unquestioned reputation for integrity and ability.

These consultants should be independent specialists; actuaries, engineers and analysts. If we seek an independent, realistic viewpoint, the most logical source will be individuals whose income is not tied to our loss ratio; individuals who can add to their stature as qualified technicians the extra qualifications of true neutrality.

How many of us have made a recent evaluation of our records. balancing what we have versus what we need? Are we maintaining relatively useless information against the day our chief executive asks "How much did that 1938 compensation case in Walla Walla cost?" Unless we are maintaining our compensation losses cross-filed in four or five directions, we aren't going to be able to give an exact answer immediately. Better to weed out the "dead wood" in our records -better to have a complete picture of current trends-better that we have a realistic grasp of current (More on page 45)

In Your Service

Among the many functions of a competent insurance agency is the knowledge of insurance markets — where to secure the broadest coverage in financially sound companies at minimum cost.

We pride ourselves, as do insurance buyers, on our ability to keep informed of the ever-changing insurance source of supply.

If you have a problem, we believe one of our specialists can help solve it.

BYRNES-McCAFFREY, INC.

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ΧL

Contractual Liability

(From page 38)

fact, the kind of protection needed can only be supplied by adequate, properly written insurance under which the liabilities of each party are covered independently. Inasmuch as practically all business concerns maintain their insurance, it is clearly absurd for them to complicate and endanger the protection furnished by such coverage by accepting or demanding "hold harmless" clauses.

The imposition of Buyers' liabilities on Sellers is considered to be unfair and unreasonable. A fair business policy should provide that each business organization be responsible for the conduct of its individual enterprise and assume all liabilities which may be imposed on it under the law in connection therewith, with respect to bodily injury to persons or damage to property.

The Case For "Hold Harmless"— As An Absolute Necessity Or Necessary Expedient

1. "Self-Insurers" need indemnification

Railroads, municipalities, public utilities and other large self-insureds (in whole or in part) need the medium of indemnification.

It is acknowledged that the Seller is required to furnish insurance as well as the material or service that is contracted for; however, this is no different than requiring insurance to be arranged as additional insured under the Seller's policy, except that there are fewer restrictions in a "hold harmless" clause than appear in an insurance policy; i.e., specific exclusions, requirement of notification of loss, property damage limitations, limits of liability, aggregate limits, etc.

2. "Hold Harmless" is an Absolute Necessity

There are forms of ordinances prevailing in many cities which require for certain hazardous work that each of the parties to the contract (owner, general contractor and sub-contractor) have an identical statutory liability, no matter

who does the work, and this without regard to negligence. The subcontractor may buy insurance to cover his liabilities created by this ordinance. The owner and general contractor will want insurance too, and it is here that the insurance carrier will hesitate until essential safeguards are effected to justify the acceptance of the risk, or to justify the use of purely "protective" liability rates.

There is no problem involved here for the carrier who insures all three parties at the same time, because the carrier will be collecting an appropriate premium from the party actually doing the work and may, therefore, insure the other two interests at mere "protective" rates. Where this arrangement can be effected, it is a simple disposition of the problem with insurance adequately meeting all requirements. But we have situations in which the owner or the general contractor, for reasons of their own, may choose not to place the insurance with the carrier covering the performance sub-contractor. The carrier for the owner and the general contractor then has a real problem, because it cannot afford to insure forthwith the liabilities of the owner and general contractor which are equal to those of the performance contractor, unless that carrier too receives a "performance" rate. Here then is a situation where a "hold harmless" clause becomes imperative for two reasons. First, it is not a hardship for the performance sub-contractor to be required to assume the liabilities of others of which he may be the sole creator. Second, if and when this is done under a sufficiently explicit "hold harmless" clause and the sub-contractor has shown clearly his ability financially or by insurance to meet those responsibilities, then it is reasonable and proper for a separate carrier to insure the owner and general contractor at mere "protective" rates, and the cost of insurance to all parties is reduced.

3. Large Buyers Need Expediency of Sellers' Indemnification

When negligence liability is caused to fall upon a Buyer (owner), not because of anything he himself may do or fail to do, but because of an act or omission solely of another person, a situation is created in which a "hold harmless" clause is clearly indicated as a necessary expedient.

To illustrate, a Seller (contractor) fails to provide proper guards and in the darkness someone falls into an excavation. A liability has been created for the Buyer (owner), not by the Buyer, but by the failure of the Seller (contractor) to operate in a careful and prudent manner. Would it be deemed vicious at the outset to obligate the Seller (contractor) to assume the liabilities he might create for the Buyer (owner)? If it would not, what kind of obligation should have been imposed? The owner regularly carried liability insurance for his ownership, maintenance and necessary repair of the premises, but he might not wish to impose upon his own insurance company (and thereby adversely effect his loss experience and ultimate premium costs) the consequences of a liability created solely for him by another. Thus, a "hold harmless" clause is indicated. He could have required that the Seller (contractor) insure the liability of both for the duration of this job, but such insurance purchased for the Buyer (owner) would become concurrent and dual with the Buyer's own insurance, unless specifically provided to be otherwise. On the other hand, contractual liability insurance, if required by the Buyer (owner) to be purchased by the Seller (contractor), would not be concurrent or dual with the Buyer's (owner) insurance, and the owner's insurance carrier could have all the rights of the owner under the "hold harmless" clause.

This is an instance in which a "hold harmless" clause is a wholly justifiable instrument. Insurance and the cost of insurance here are incident and secondary to the principles involved.

Buyers (owners and general contractors) can and have been required to pay heavy judgment for damages arising out of the acts of Sellers (independent contractors). The legal aspects of this problem

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Contractual Liability

(From page 40)

are complex, but generally a principal is liable for an injury resulting from the performance of work let by him to another:

- 1. Where the work is *unlawful* in itself;
- 2. Where the injury is caused by violation of some *absolute* (non-delegable) *duty* which the principal is bound at his peril to discharge;
- 3. Where damage is a necessary consequence of executing work in the manner provided in the contract or subsequently subscribed by the general contractor;
- 4. Where the performance of the work is *inherently dangerous*.

Supporting cases:

Paltey vs. Egan, 93 N.E. 267. Curtis vs. Kiley, 26 N.E. 421 Wright vs. Tudor City, 12 N. E. 2nd) 307

Bolyhart vs. DiMarco, et al 270 N.Y. 217

Leases

Most lessors hold that insurance required of general lessees, sublessees, tenants and sub-leased concessions is not an adequate or expedient substitute for a "hold harmless" clause, because:

- 1. In a joint liability verdict, the owner might be required to pay all.
- 2. Under some state statutes and city ordinances relating to property ownership involves a variety of non-delegable duties. When the owner leases his property to another, he expects the lessee to act as prudently

as would the owner himself. If the lessee does not and someone is damaged, the lessee has created a liability for the owner. Multiply the owner's risk by the number of leases in those properties and thus you multiply the chances of claims for loss from acts or omissions of those lessees and tenants.

3. The insurance rates for an owner of multiple properties are related largely to losses under his insurance. It behooves him to avoid losses created by acts of another. It is too large a task and too inexpedient to check insurance on each and every lessee for (a) compliance with limit requirements, (b) policy exclusions, (c) warranties, etc.

Sales Agreements

In today's highly competitive markets, a manufacturer will voluntarily offer to the distributor or consumer a guarantee of the quality of his products, and will also voluntarily agree to become liable for any loss or expense which may accrue to the distributor or consumer based upon the unwholesomeness or other sub-standard qualities of his products. He voluntarily offers this guarantee and agreement because it is a valuable factor in his sales promotion. There can be no objection to a selfimposed "hold harmless" clause.

The Buyer could require the Seller to furnish insurance to protect the Buyer (retailer), but it would be a terrifically burdensome undertaking to check out that every article purchased from a

washing machine down to a pin is covered by Products Liability insurance insuring both the Seller and Buyer.

Our courts are clogged with litigation and it is not uncommon for cases to be tried long after the occurrence of an accident. Anything which contributes to an immediate assumption of liability by the party who is finally responsible at law is a favorable economic factor. Many a Seller inadequately insured will not readily admit that his is the liability unless there is a "hold harmless" clause in effect. A "hold harmless" clause, imposing upon the Seller the liabilities which he should, in equity or by law, accept, eliminate between all parties questions of fact that might arise without its use, and provides for a speedy method of placing the liability at once where it belongs.

4. "Hold Harmless" Effects Economics.

To self-insurers and Buyers who qualify for special premium rate considerations (experience rating plans, or sizeable deductibles), it is highly desirable to avoid negligence losses — with particular emphasis upon those liabilities for losses which may be created for them by others.

As stated in the discussion of the necessity and expediency of "hold harmless" under Points 2 and 3 above, insurance (and the cost of insurance) as an alternate method of protection, are incident and secondary to the principles involved. In the case of "hold harmless" as a necessity, it was amply illustrated that the aggregate cost of insurance to protect all parties is greatly reduced.

CORPORATE ADVISORS, INC.

Insurance Consultants

ERNEST L. CLARK, President

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and carpenters in his own home. He ran the company cafeteria and pocketed all profits. He edited the company paper and kept all advertising receipts. Also he operated a soft-ball team, a football team and a bowling team for the benefit of the company employees. The plant accountant had been in the service of the Insured sixteen years and had been operating in the above manner over six years. The loss was discovered when a vice president in charge of production became irritated because the accountant spent so little time in his office. While going through the employees' cafeteria the vice president noticed it had a new tile floor which had not been included in the budget. This was reported to the home office and the loss discovered as the result of a thorough audit.

2. Goods on Hand or Inventory

Under this heading we include raw materials, materials in process, finished merchandise or products. Although not as frequent, these losses are just as real and must be used in determining the exposure. Many times these losses involve collusion between inside employees and outsiders. We have recently paid well over \$100,000 to a large manufacturing concern. One of its weighmasters was in collusion with some junk dealers in stealing large quantities of scrap metal. These dealers had contracts with the company to buy scrap. The scrap was hauled away in the dealers' trucks and the weighmaster conceived the idea of listing the weight of the truck over the actual weight and loaded on the truck 200 more pounds than the dealer paid for. In some instances he also permitted full loads to be taken out without putting through invoices. The weighmaster and three dealers were prosecuted criminally and found guilty.

Another loss of \$98,000 was sustained by a large aircraft corporation through an employee working in collusion with junk dealers. The weigh tickets for scrap aluminum were falsified so that the junk dealers paid for a smaller amount than they actually received. The profit to the junk dealers was split with the weighmaster.

Losses of inventory are frequent and include such items as 1,000 television sets from the warehouse; \$40,000 worth of cigarettes, which was covered up by storing dummy cartons in the warehouse; \$65,000 worth of liquor and \$30,000 worth of aspirin tablets carried away in trash cans.

3. Annual Gross Sales or Income

The third element to be considered is annual gross sales or income. Since the average period of loss is three years it is necessary to determine the frequency of income and outgo of the products sold.

In selling Honesty Insurance we frequently run into a statement by a prospective customer—"My employees do not handle much money. They only

have \$100 in their custody." The obvious answer to this is that we are not talking about the maximum money handled at any one time in selling Honesty Insurance but the exposure over a three-year period. An exposure of \$100 cash daily amounts to \$60,000 or \$70,000 over a three-year period. In the case of the plant accountant referred to above with the "big shot" complex, we are informed he only had \$1,500 cash and credit at his disposal at any one time and still was able to steal \$187,000 over a period of years.

Obviously the sum of these three elements can not be insured to value, so it is necessary to determine what percentage of each may be considered as constituting fair exposure. In answer to this we have, through trial and error, arrived at the following percentages:

- 20% of cash, deposits, securities, receivables, etc.
- 5% of goods on hand, i.e. raw materials, material in process, finished merchandise or products.
- 10% of annual gross sales or income.

The sum of these percentage results is called the exposure index.

The second problem, namely, of preventing the amount of coverage for larger concerns reaching astronomical penalties, was solved by providing a table which would set out the recommended minimum amount of coverage for various exposures on a curve. The table of coverages starts out at 100% of the exposure index for smaller concerns and recedes to less than 1% of the exposure index for larger concerns. This, as you can see, provides much more realistic coverage for the larger concerns. In applying this table to the 500 losses studied by the Committee, we find that 95% of all the losses would have been covered, leaving 5% only partially covered. This is a fair result and indicates the reasonableness of the table. The actual record of coverage for these losses showed that 65% were under-insured, the total amount of such underinsurance being \$1,888,000. Under the new table the total amount of under-insurance would amount to only \$200,000.

Several examples will illustrate the operations of the formula.

Contractor

- (1) Total Current Assets \$13,533,445 A—Goods on Hand \$107,095 B—5% of A \$5,354 C—Current Assets less Goods on Hand \$13,426,350 D—20% of C \$2,685,270
- (2) Annual Gross Sales

 or Income \$ 3,027,725

 A—10% of (2) \$ 302,772

 Dishonesty Exposure Index \$2,993,396

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enough to merely call attention to a need for coverage. There still exists the fundamental concept of business that it is profitable to protect against losses which could materially affect the financial structure of the company.

To be aware of the type of protection available and its application to the company's needs calls for the Insurance Manager to know what sources to search for the type of protection acceptable to him and top management.

After determining that an acceptable protection is available, the Insurance Manager is faced with the question: "What insurance company to buy from?" — assuming, of course, that the protection is offered by more than one company. To answer this question, the Insurance Manager must obtain from the companies such information as policy coverage, exclusions, and premium costs.

When questions regarding the policies have ben answered, the Insurance Manager must present to top management a summary of the information received and his own recommendations. In preparing his presentation, the Insurance Manager should ask himself: What is the best way to present this so that proper action can be taken?

In the event that self-insurance should be considered, what might be some reasons advocated for its use in the insurance program?

First of all, the existence of the risk must be determined and certain factors must also exist which make it feasible to self-insure.

Some of these are:

(1) The premium desired is unreasonable in its cost and nothing will avail to secure its reduction.

(2) The possibility of duplication of services by the company and the insurance carrier. When the company possess better safety and engineering departments than can be furnished by the carrier, then there may be a reason for self-

insuring the risk.

(3) The possibility of such high loss ratios that a commercial carrier does not wish to assume the risk. Where such a condition exists, it calls for the full force of management to bring these losses into a more acceptable ratio.

It is not practical to self-insure unless a spread of risk is present. Insurance in any form is based upon the principle that the spread of risk exists. Whenever such a condition is not present or is ignored, then the self-insurance becomes not an insurance problem, but a gamble on the possibility that the hazard will not become a loss.

A basic consideration in the matter of self-insurance is that the company considering this step must be financially sound enough to withstand the allocation of funds as a reserve against losses incurred. Unless such financial stability is present, it is not self-insurance as the risk is merely not insured.

For the true self-insured pro-(More on page 44)

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gram the funds must actually be set aside as a reserve and available for use in payment of loss. It is a common practice of many to manage their self-insured programs on the basis of account transfers on paper without providing the actual funds. Only too often does the stark fact strike home, when the loss is incurred, that no money exists from which to pay the claim.

When a large loss ratio is being experienced, it is possible that the fund, even though actually transferred, may be completely exhausted because of the many claims against it. Some type of protection must be provided for this possibility and may be secured through purchase of excess insurance.

The company considering the use of self-insurance should have excellent protective services available. This in part may include the plant engineering departments, plant protection and safety departments. All of these must be aware of the hazards being considered and must constantly strive for a lower loss ratio. The administrative departments must be capable of processing claims with speed and accuracy. They must be able to receive reports of loss, investigate, pay losses in accordance with prescribed schedules and regulations, and be able to defend against a law suit when necessary.

In those cases where self-insurance is necessary, or is being considered, it is the Insurance Manager who must furnish the questions and answers applicable to each situation. He must have available the type of information requested by management and must base his recommendations on the risks involved and the position of the company.

We can say, then, that the "what" of corporate insurance management plays a big part in each day's work.

"Where?"

Where? Where is the place of origin of insurance programs in a

company, its administration and its service?

Its location should be in a department which is in constant touch with all the activities of the company. Since the program is developed to safeguard the company's financial interests, placement of the insurance department under a capital control portion of the company assures prompt receipt of information on matters involving the financial position.

Since the insurance program should not be one of haphazard placement of coverage, it calls for coordination throughout the departments in the company. All departments must recognize the presence of hazards affecting the company, report on them and be able to abide by decisions regarding insurance in those areas.

The Insurance Manager is the logical person to coordinate the gathering and dispensing of information concerning the insurance program. A thorough investigation should be made of the risks and a decision made to insure them or not. Should the decision be that insurance is necessary, then it is the Insurance Manager who informs management where the coverage may be obtained.

To locate anything definitely is to know where to find it—a continuing function of an Insurance Manager. Such problems as Where is the area of greatest insurance need? or Where can a particular type of policy be acquired are continually faced by the Insurance Manager.

In considering the quotations and policy specifications submitted by insurance companies, thought must be given through whom the policy will be placed. This will be influenced by whether the broker's service is advantageous or necessary in the type of coverage selected. Where the coverage is placed depends also upon the location of the service facilities of the insurance company. A convenient location usually assures prompt attention to your problems.

One of the ultimate decisions faced by the Insurance Manager: Where to purchase the desired coverage? must be answered before

any recommendation is made to management because it is an integral part of any such recommendation.

A thorough working knowledge of the types of insurance companies will aid in the selection of where the coverage is placed. In a good many cases it is natural to call on the insurance broker of your choice to handle the placement. Since brokers are expected to have better working relations with the underwriters than most of their clients, they should be able to effect very good coverage.

However, the nature of the risk at times may preclude its being placed through the brokers, since the underwriters with whom they work are unable to evaluate the risk at a premium cost satisfactory to all concerned. In this case it may be necessary to place the coverage with the insurance company direct or to self-insure.

The question of placement often revolves around the service extended by the insurance company. Good relations with the insurance carrier makes for easy settlement in cases of loss, and these are quite often the result of prompt and efficient service rendered when a problem arises. When the insurance problem is carefully evaluated and its solution answered in a manner which shows an interest in the firm asking the question, it is natural to consider this source first in the selection of an insurance carrier.

Where the coverage is placed always makes more sense when the placement of insurance brings with it good relations, good service, and good experience.

"When?"

When? The easiest time to buy insurance is before the loss occurs. This statement is not as fantastic as it might appear at first glance.

The careful and continuing studies carried on by the Insurance Manager bring to light many cases where losses may occur. To recognize the existence of those conditions and their effect on the company constitutes a large portion of the job. The ability to bring them to management's attention and to

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The Insurance Manager's Job

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problems and probable future trends, than to have a detailed account of ancient history. Growth is in the future.

Those of us who are running oneman departments may also expand our effectiveness by utilizing all of the resources of our own company.

Some of us may spend too much time on administrative details. If you are seeking certain information from another department, don't establish all of the details to be followed by them in gathering this data. True, they may appreciate your knowledge of their operations (if your instructions justify this assumption). On the other hand, a literal translation of your specifications may well produce meaningless information.

You are almost certain to get more useful information, and get it much more promptly, if you request advice and assistance from other departments, instead of specifying their duties. Most important, you should be able to devote the time you have saved to more constructive efforts — you may even find five or ten minutes a day to put your feet on the desk and think of some of the problems of risk management.

The manager's primary responsibility to himself is to acquire sufficient technical proficiency to accurately gauge the quality of his team, whether they consist of his company employees or consultants.

It is a practical impossibility for one individual to be an exposure engineer, a trained "all lines" underwriter, a life and casualty actuary, and insurance lawyer, and a financial analyst (particularly a financial analyst capable of properly evaluating schedules N P and R of the Convention Annual Statement."

It is possible, however, and essential, for the risk manager to understand the "what" and the "why" of each of these fields, if not the exact "how."

I don't imagine there is any chief executive of a corporation who pro-

claims himself to be a combination attorney, accountant, personnel relations specialist, comptroller, sales manager, production engineer and distribution manager. Yet all chief executives have a sufficient knowledge of the basic principles of each of these fields to interpret and evaluate the information furnished by the various specialists and to coordinate these recommendations into the best over-all solution of the specific problem under consideration.

This should also be the approach of the risk manager. He must have sufficient technical proficiency to understand the applicable principles of underwriting, actuarial science, exposure engineers, and insurance law. He must also be able to coordinate the activities of his specialists or consultants in these fields, and be able to develop and present to management a sound solution to the specific problem.

The local chapters and the national headquarters of our own ASIM assure us of the free exchange of new ideas, but they do not, in themselves, guarantee the development of these new ideas.

I feel that original thinking and the resultant development of new ideas are direct functions of the technical knowledge possessed by or available to the risk manager. Until the risk manager has acquired these skills or has them available, he will be primarily a follower and not a leader, and he will be a follower without the knowledge necessary to evaluate the ability of those he is following.

I submit, then, that the primary duty of the risk manager is to improve his technical proficiency, and apply that proficiency in the successful solution of the problems of his company.

As soon as you move one step up from the bottom, your effectiveness depends on your ability to reach others through the spoken or written word. This ability to express oneself is perhaps the most important of all skills a man can possess.

-Peter Bruckner in Fortune

ADT Executive Addresses Northern California Chapter, ASIM

Lynne Stora, Consulting Engineer for American District Telegraph Company, who has been associated with ADT in Los Angeles, New Orleans and San Francisco, was the guest speaker at the October meeting of Northern California Chapter.

Mr. Stora spoke on "The Great God Molech", who was the ancient God of Fire, to whom sacrifices were offered and he explained the relationship of Molech to insurance.

American District Telegraph Company supplies electric protection service to subscribers from coast to coast. It designs, manufactures, installs, maintains, and operates underwriters - approved systems to safeguard against loss from fire, burglary, holdup and other hazards on a central station principle.

The meeting was held at the Sheraton-Palace Hotel in San Francisco, with O. E. Wees, President of the Chapter, presiding.

Tom Glavey of N. Y. Chapter Promoted to Vice President of Chase Manhattan Bank

In terms of membership, Tom Glavey of Chase Manhattan Bank, is one of the oldest members of New York Chapter, ASIM.

Recently he was elected vicepresident of Chase Manhattan Bank, New York, and is in charge of all its insurance activities. Up to this time, Mr. Glavey has served as assistant vice-president.

He is well-known to insurance people in New York and elsewhere around the country and now holds the post of chairman of the insurance and protective committee of American Bankers Association. He is also a trustee of the New York State Banker's Disability Benefits Insurance Fund and a member of the insurance committee, Atomic Industrial Forum.

Mr. Glavey is an active member of New York Chapter, ASIM, attends meetings regularly and has served on the Board of Directors and on various committees in the Chapter over his long period of membership.

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get their approval for action are further factors in determining when to place the insurance.

When does it become necessary to insure a risk? The answer to this question must necessarily be qualified by the conditions attending the risk. In cases where the spread of risk is small and the chance of loss is slight, the assumption of risk by the company itself will probably be assumed.

There is also present the chance that insurance may not be available for the particular risk, or the premium for its assumption is too much for coverage obtained. When such conditions exist, the Insurance Manager must consider whether to recommend self-insurance or assumption of the risk. The choice depends in a large part on the highest probably and possible loss which might result from a particular hazard. Should losses result in very large claims or become very frequent, self-insurance with its funded reserves backed up by excess insurance might be the solution. This would seem to be a more practical approach than the assumption of the risk, when large claim losses could severely weaken the financial structure of the company.

The study of a risk may show that its losses could be such that a commercial policy would provide more adequate coverage. The decision to insure outside the company might also obtain better engineering protection and safety advice than is available within the company structure. Then, too, there may not be enough trained personnel to administer a self-insured program, or sufficient funds may not be available to set up adequate reserves.

Having compiled the facts on the risk and having determined that it will be advantageous to provide coverage through commercial sources, the Insurance Manager should carry through on obtaining coverage desired. Studying the market to see that coverage is available, obtaining quotations, summarizing them and making

recommendations to management are important phases of the Insurance Manager's work. Prompt placement of the coverage as soon as management approval is given is very necessary. In all cases the prompt securing of insurance is very vital, because losses do not happen at your convenience, and delays may be very costly.

There is another side of the "when" question—that which is concerned with action taken when a loss covered by insurance occurs. The insurance carrier should be notified promptly in all loss cases. Prompt notification shows that this is recognized as a loss, that both parties are now notified, and that some type of service is required. Thus a mutual protection system is set up for the company and the insurance carrier.

When good working harmony is established, both the insured and the insuror are more likely to respect each other. Good reporting, a good exchange of questions and answers, and a good job of trying to understand each other's problem helps to develop this close working harmony. When this is present, it is easier to settle losses and to develop more realistic policies and premiums.

Why? Why should a company carry insurance? The company is not a professional risk taker — it is in business to make and sell a product for profit. To do this the company must have physical and monetary properties for production purposes. In order to protect these without setting aside large amounts of capital assets as reserve in case of losses, the company goes to a professional risk taker, the insurance company.

The insurance company through its underwriters makes a study of the risks involved and sets a premium for which it will assume the risk. Based on the law of averages, the premium is calculated to encompass all eventualities which the underwriters think can happen, plus a fair margin of profit for assuming the risk. In those insurance premiums that the Insurance Manager feels are too heavily loaded or do not correctly take into account all particulars of the risk,

he should take action to obtain a premium more in line with the true nature of the risk. Naturally the Insurance Manager's job is to obtain the coverage which gives the best protection at an equitable rate.

Protection of the financial structure of the company is one of the prime considerations of the insurance program. Insurance is available for the coverage of most risks that the company has an insuarble interest in. Securing protection against these risks so that losses will not endanger the financial structure is necessary and should be undertaken as a part of a planned program. The planning of this program demands a knowledge of the hazards, the markets for coverage, the extent of coverage, cost of coverage, and a desire by management to inaugurate and encourage continued development of policies.

The protection of the financial structure of the company through purchase of commercial insurance frees the company's capital which would have to be retained as reserves in case of losses. In this way the working capital can be increased and be available for other uses by the business. The premium cost for insurance is much less expensive than the setting aside of company reserves.

In the event that it becomes necessary for the company to selfinsure or to assume a risk outright, it is important that assets be protected in case of loss. All efforts should be directed toward reducing the hazard or eliminating it entirely. When it is not possible to do either of these, then it becomes necessary to provide extra safeguards to keep losses low. The money spent on this is more than returned by the prevention of large losses that may severely strain the company's financial standing. This should be an integral part of the insurance program with plans for continuing checks and re-evaluations of the risk to keep loss ratios as low as possible.

"How?"

How? In summation the final word on the old typewriter may well be used. How does corporate (More on page 48)

Yardstick (From page 42)

MINIMUM AMOUNT OF HONESTY INSURANCE— \$250,000 to \$300,000

Tires, Automotive Supplies, Chemicals, etc.

(1) Total Current Assets \$171,000,000	
A—Goods on Hand \$48,200,000	
B-5% of A	\$ 2,410,000
C-Current Assets less Goods	
on Hand \$122,800,000	
D-20% of C	\$24,560,000
(2) Annual Gross Sales	
or Income \$295,700,000	
A—10% of (2)	\$29,570,000
Dishonesty Exposure Index	\$56,540,000

MINIMUM AMOUNT OF HONESTY INSURANCE— \$1,250,000 to \$1,500,000

In applying the table it is necessary to make some adjustment for different types of concerns.

1. For concerns which perform service functions, such as transporting property of others, or which perform work on or which process the property of others or have such property in their custody, the value of such goods should be included in "Goods on Hand" total.

2. For concerns acting in representative capacity, etc. and having in their custody or control cash, securities, commercial paper or similar valuables, such values should be included in "Other Current Assets."

3. For those who act for others or who otherwise make collections or payments for others (insurance agents, for example) the annual volume of such funds passing through their hands should be included in the total figures for Gross Sales.

Although many large fidelity losses involve forgery

and forgery insurance is valuable and is recommended to supplement fidelity insurance, such forgery protection should not be relied upon as taking the place of needed Honesty Insurance.

In using the Table of Minimum Coverages it must be borne in mind that it is assumed that the prospect or Insured has a good system of internal control and audit. In any consideration of adequate amounts of Honesty Insurance it is always necessary to check into the internal operations of the Insured. Any loopholes or invitations to steal should be immediately closed. The "EMBEZZLEMENT CONTROLS For Business Enterprises" booklet contains the fundamentals of internal controls and audits. I commit it to your careful study.

In applying the Table do not be surprised at large increases in coverage over present amounts. Too many Insureds have carried minimum bond amounts and used premium as the sole guide in deciding "how much insurance?" It is necessary to face up to the problem and carry amounts of insurance that bear a relationship to the real exposure. We believe the Table of Recommended Minimum Amounts of Honesty Insurance does just this. If you can not increase your coverage to the proper amount at this time, by all means see that it is done at the earliest possible moment.

I close with a word of caution. Heretofore no generally accepted scientific formula for determining minimum amounts of Honesty Insurance has been in existence. This is no longer true. A tried and tested Table is now available. For your own peace of mind, you should make sure that sooner or later, and preferably sooner, your company carries, at least, the minimum amounts of insurance called for by the "Table."

(speech delivered before New York Chapter, ASIM, September 20th, 1956.)

MANUFACTURERS MUTUAL FIRE INSURANCE COMPANY

PROVIDENCE, RHODE ISLAND

The Oldest and Largest of the FACTORY MUTUAL COMPANIES

AT LOW COST SINCE 1835

ABC's

(From page 46)

insurance management develop? It is the continuing use of the who, what, where, when and why theme expressed and carried out in the insurance problems which arise within the organization. Get the story, write it, present it, and then carry through with management's decisions

Corporate insurance management is not as simple as the ABC's, but the effective solution of its problems can be sought along systematic lines. The use of who, what, where, when, and why applied to the problem establishes a line of reasoning which enables the Insurance Manager to gather the facts on the risk, evaluate them, and then be in a position to recommend a course of action.

(Written especially for the National Insurance Buyer by G. T. Heinrich, a charter member of Central Illinois Chapter, ASIM.)

Central Illinois Chapter

(From page 6)

The late Ray Bass, previously mentioned, was also one of the originators of Risk Research Institute which later developed into the National Insurance Buyers Association, Inc. The National Insurance Buyers Association, Inc. was organized and incorporated in the state of Illinois largely through Ray Bass' efforts. The ASIM is still incorporated under the state of Illinois.

The present officers and directors of the organization are David W. Covey, LeTourneau - Westinghouse Co., Peoria, president; R. Gehl Tucker, A. E. Staley Mfg. Co., Decatur, vice president; Kenneth K. Schroeder, A. E. Staley Mfg. Co., Decatur, secretary-treasurer; J. W. Needham, Caterpillar Tractor Co., Peoria, director; A. A. Baker, Funk Bros. Seed Co., Bloomington, director; and L. Richard Flanders, Lindsay-Schaub Newspapers, Inc., Decatur, director.

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